

Exhibit A

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION
ONE UNITY INVESTMENT, §
L.L.C., §
Plaintiff, §
v. §CIVIL ACTION NO. 4:23-cv-02455
AXIS SURPLUS INSURANCE §
COMPANY, §
Defendant. §

* * * * *

REMOTE ORAL DEPOSITION OF
BRANDON BENJAMIN ALLEN
February 7, 2025

* * * * *

REMOTE ORAL DEPOSITION OF BRANDON BENJAMIN ALLEN,
produced as a witness and duly sworn, was taken in the
above-styled and numbered cause on February 7, 2025,
from 3:01 p.m. until 4:43 p.m., before Suzanne Kelly,
CSR Number 1260, in and for the State of Texas,
reported by stenographic method with all participants
appearing remotely and pursuant to the Federal Rules
of Civil Procedure and the provisions stated on the
record, if any.

Reported by: Suzanne Kelly, RDR, CRR
Job: HOU 7146621

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13 Witness:

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4 BRANDON BENJAMIN ALLEN

5 Examination by Mr. Simon 6

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7 Signature and Changes 77

8 Reporter's Certificate 79

9

10 EXHIBITS

11 NO. DESCRIPTION PAGE

12 Exhibit 1 A six-page copy of a 9

13 letter to Chad T. Wilson

13 from Bruce R. Wilkin dated

14 April 25, 2023 re: Claim

14 number: AWAX22110018

15 Exhibit 2 A five-page copy of a 18

16 letter to Chad T. Wilson

16 from Bruce R. Wilkin dated

17 April 25, 2023 re: Claim

17 number AWAX22110018

18 Exhibit 3 A copy of a printout of an 38

19 e-mail Bates labeled

19 AXIS 000280

20 Exhibit 4 A copy of a 39-page printout 40

20 entitled, "Notes for

21 AWAX22110018"

22

23

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25

1 INDEX (Continued)

1 EXHIBITS (Continued)

2

3 NO. DESCRIPTION PAGE

3 Exhibit 5 A copy of a none-page 56

4 document entitled,

5 "Defendant AXIS Surplus

5 Insurance Company's First

6 Supplemental Designation of

6 Expert Witnesses"

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1 PROCEEDINGS

2 MR. SIMON: My name is Jay Simon.

3 I represent the Plaintiff, One Unity Investment

4 in this matter. I'm taking the deposition. My

5 e-mail is "j," just the letter,

6 jsimon@cwilsonlaw.com.

7 MR. ULMER: Artis Ulmer

8 representing AXIS Surplus Insurance Company with

9 the law firm Shackelford, McKinley & Norton. My

10 e-mail address is in the Chat box.

11 THE COURT REPORTER: Thank you.

12 Thank you.

13 If the witness would please raise

14 your right hand, I'll administer the witness's

15 oath to you.

16 Do you solemnly swear or affirm

17 that the testimony which you give in this case

18 will be the truth, the whole truth and nothing

19 but the truth, so help you God?

20 THE WITNESS: I do.

21 THE COURT REPORTER: Thank you.

22 BRANDON BENJAMIN ALLEN,

23 having sworn to testify the truth, the whole

24 truth, and nothing but the truth testifies upon

25 his oath as follows:

25

2 (Pages 2 - 5)

Veritext Legal Solutions

346-293-7000

Appx.0002

<p>1 EXAMINATION 2 BY MR. SIMON: 3 Q. Can you state your full name for the 4 record? 5 A. Brandon Benjamin Allen. 6 Q. Do you prefer that I call you 7 "Brandon," or "Mr. Allen," or do you care? 8 A. I don't care. 9 Q. I'll go with "Brandon" then. 10 A. Okay. 11 Q. Brandon, you understand why you're here 12 today? 13 A. I do. 14 Q. Okay. This is a lawsuit between my 15 client, One Unity and their insurance, AXIS 16 Insurance. 17 Do you understand that we've 18 Noticed you to be here today? 19 A. I do, yes, sir. 20 Q. With respect to this case, it's my 21 understanding that you were an adjuster who was 22 retained by the insurance company to inspect 23 this premises and formulate an opinion. Is that 24 correct? 25 A. Correct.</p> <p style="text-align: right;">Page 6</p>	<p>1 independent inspection, and recommendation for a 2 claim. 3 So, we -- just like your carrier 4 adjuster would, we go out, do an inspection, 5 prepare a report and make recommendations. 6 Then, that goes to the carrier who 7 ultimately decides coverage and payment. 8 Q. Do you still work for Straight Line 9 Global? 10 A. No. 11 Q. When you worked for them, were you an 12 employee or around independent contractor? How 13 was that relationship? 14 A. 1099 subcontractor. 15 Q. Okay. When did your relationship with 16 them terminate? 17 A. I don't know the date but it was 18 regarding this claim. This was the last claim I 19 ever worked with them. 20 Q. Did they fire you, or did you quit 21 working for them? 22 A. I resigned. 23 Q. And it was in relationship to what 24 happened on this claim? 25 A. Yes.</p> <p style="text-align: right;">Page 8</p>
<p>1 Q. Okay. So, I got the right guy here? 2 A. Correct. 3 Q. Do you know if were you the only person 4 who inspected on behalf of the insurance 5 company, AXIS, in this case? 6 A. I don't know. 7 Q. It's also my understanding that you no 8 longer -- I guess, well, when you were involved 9 in this case, you're working for a company -- 10 you weren't working for AXIS. Correct? 11 A. Correct. I was an independent adjuster 12 for Straight Line Global. 13 Q. Okay. So, you have never worked for 14 AXIS Insurance. That's correct? 15 A. Not directly. 16 Q. And I meant directly. 17 You worked for a company called 18 "Straight Line Global," and I'm assuming what 19 they are an independent adjusting company? 20 A. Correct. 21 Q. And why don't you explain to a jury 22 what that means, when you're from an independent 23 adjusting company? 24 A. Sure. Independent adjusting companies 25 are retained by carriers to have a third-party</p> <p style="text-align: right;">Page 7</p>	<p>1 Q. What is it that happened on this claim 2 that made you resign from working for Straight 3 Line Global? 4 A. So, I did my normal process of calling 5 the -- the -- I think it was a public adjuster 6 on this one, called him, set up an inspection, 7 inspected the property, prepared a report with 8 my photos. 9 I submitted that to Straight Line 10 Global and they rejected the report and 11 requested me to make some changes I didn't agree 12 with. So, I quit. 13 Q. Is that a common -- was that a common 14 practice working with Straight Line Global? 15 A. Yes. Not to this extent, but, yes. 16 Q. And with respect to -- had you worked 17 other claims for AXIS Insurance before? 18 A. I'm not 100 percent positive if I have. 19 But I was adjuster with Vericclaim and I believe 20 we had some AXIS work. I'm not 100 percent 21 sure, but I am fairly certain. 22 Q. I'm going to show you a document. I'm 23 going to mark it as Exhibit 1 here. 24 MR. SIMON: Sharing is not turned 25 on, can you turn Sharing on, Suzi?</p> <p style="text-align: right;">Page 9</p>

3 (Pages 6 - 9)

1 THE COURT REPORTER: Yes.
 2 Sorry. Can you try it now?
 3 MR. SIMON: Yeah. I am.
 4 THE COURT REPORTER: Okay. Great.
 5 MR. SIMON: Just trying to keep a
 6 tab so that you get the right exhibits. Yeah.
 7 BY MR. SIMON:
 8 Q. Okay. Can you see the document I have
 9 in front of me? This is a --
 10 A. Yes.
 11 Q. -- document dated April 25th, 2023.
 12 From the Shackelford Law Firm.
 13 Do you see that?
 14 A. I do.
 15 Q. I will go slower. It's a response to a
 16 statutory notice letter that my firm had sent
 17 over. I don't know -- have you seen this letter
 18 before?
 19 A. I have not.
 20 Q. I'll go through slowly so you can kind
 21 of -- I want you to kind of -- there's parts of
 22 it I want you to have time to read.
 23 Okay. Are you able to read it on
 24 the screen?
 25 A. I can, yes.

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1 Q. Okay. Just tell me when to kind of
 2 scroll on. It's not going to be a quiz, but I
 3 want you to have familiarity with what we're
 4 discussing.
 5 A. Can you go to the next page?
 6 Q. (Counsel complies.)
 7 A. Scroll.
 8 Q. (Counsel complies.)
 9 A. Okay. I'm through that.
 10 All right. Scroll.
 11 Q. (Counsel complies.)
 12 A. Okay. Got it.
 13 Q. First thing that I'm going to ask you,
 14 there's a section here on this last page called
 15 "Election of Responsibility."
 16 Do you see that?
 17 A. I do.
 18 Q. Okay. It mentions there that -- that
 19 they stand by the claim, investigation
 20 adjustment of Straight Line Global and its
 21 adjustor and its representatives, AXIS,
 22 therefore, elects responsibility for Straight
 23 Line Global, and its adjustor Brandon Allen.
 24 Do you see that?
 25 A. I do.

Page 11

1 Q. Did anyone talk to you before they
 2 elected responsibility for you about that?
 3 A. No.
 4 Q. Did you know that -- did you know that
 5 that had occurred in this case at that time?
 6 A. I had no idea there was even a lawsuit
 7 at this time.
 8 Q. On the April 25th date of this letter,
 9 were you still working for Straight Line Global
 10 at that time?
 11 A. No, I don't think so. I don't remember
 12 the date that I quit, but it was around the date
 13 of the first report. So, whenever that was.
 14 Q. And --
 15 A. I don't think so.
 16 Q. Your -- and I noticed in the file there
 17 was a phone number and address that's associated
 18 with you, those are still the same. Right?
 19 A. Yeah. Nothing has changed.
 20 Q. Okay. Because I noticed there was a --
 21 there was a -- there was at least a document
 22 where you gave a card to Glenn Ruston, the
 23 business card to Glenn Ruston that he
 24 photographed at your inspection that looked like
 25 it had your contact information?

Page 12

1 A. It's all the same.
 2 Q. Did anyone ever contact you?
 3 Well, let me put it this way: You
 4 know we contacted you last week about trying to
 5 set up this deposition date. Correct?
 6 A. Yes.
 7 Q. Prior to my contacting you, had anyone
 8 on behalf of Defendant ever contacted you about
 9 coordinating this deposition?
 10 A. No.
 11 Q. Next, I see -- I'm going up to Page 2,
 12 that's the only part of the letter that I've
 13 seen besides the bottom part, that referenced
 14 you.
 15 A. Okay. Right.
 16 Q. Is that your understanding, too?
 17 A. Agreed, yes.
 18 Q. Okay. In this letter where it talks
 19 about what you found, I believe it's in the
 20 second paragraph under the investigation of the
 21 claim.
 22 Were those your findings as stated
 23 in the letter?
 24 A. No. No.
 25 Q. Do you know who changed them?

Page 13

4 (Pages 10 - 13)

<p>1 A. I don't know who changed them. 2 Somebody at Globe did. That's kind of the 3 normal, pretty -- pretty normal process for 4 them. 5 Q. What do you mean by that? 6 A. Straight Line Global is a company that 7 values cycle time more than quality or what's in 8 their file. So, if there's changes that need to 9 be made, it was very common for them to make 10 those changes regardless if it changed the 11 outcome. 12 That happened several times before. 13 However, not to this extent. Most of the time, 14 it was. We'll take something out of the 15 estimate we don't like, or -- or we'll revise 16 the report to say something with verbiage 17 different. 18 In this case, it was the entire 19 coverage decision that was changed. 20 Q. What was your coverage determination on 21 this claim? 22 A. I guess my recommendation -- 23 Q. Or recommendation, I guess? 24 MR. ULMER: Objection. Form. 25 THE WITNESS: So, my recommendation</p> <p style="text-align: right;">Page 14</p>	<p>1 certain area? 2 A. It was across the roof. 3 Q. One of the items in this case is 4 that -- well, that when you did your inspection 5 that you met with a public adjustor from -- on 6 behalf of Plaintiffs, a Glenn Ruston. Is that 7 correct? 8 A. Yes. That's correct. 9 Q. Do you know Glenn besides that 10 encounter with him? 11 A. Yes. I -- I won't say I know him but 12 we have crossed paths before. 13 Q. He had made a comment that he was under 14 the understanding that you had -- you had told 15 him that you had found hail -- hail markings to 16 the roof. 17 Is that -- is he correct in that 18 assessment? 19 A. We were standing -- yeah. He is 20 correct. We were standing, looking at them 21 together. 22 Q. I will stop sharing for a minute. 23 Have you seen the final report that 24 went out to the insurance company on your behalf 25 in this case?</p> <p style="text-align: right;">Page 16</p>
<p>1 was noted that we had collateral damage, hail 2 damage, size of hail, weather reports with hail. 3 I recommended we retain an expert to determine 4 if the hail was cosmetic or functional and what 5 was causing the interior damage. 6 BY MR. SIMON: 7 Q. Without the engineer, did you have 8 opinions as to whether this appeared to be a 9 covered loss? 10 A. I did. However, with the cosmetic 11 exclusions everybody approaches them being 12 differently, it's very common to bring in an 13 expert to assist with the coverage 14 determination. Especially, when we have two 15 things here that are commonly -- especially in 16 commercial call an expert for A, is it cosmetic 17 or functional? And B, is the hail damage the 18 cause of the interior damage. 19 Q. And it says the field adjustor which 20 would be you, did not observe hail bruising to 21 the roof. 22 Did you observe hail damages to the 23 roof? 24 A. Yes. 25 Q. Was it across the roof or limited to a</p> <p style="text-align: right;">Page 15</p>	<p>1 A. I have. 2 Q. That report, well, let's... first, 3 let's just talk about your inspection. 4 So, you were retained by One Unity 5 to investigate the -- sorry. You were retained 6 by AXIS Insurance to investigate the property. 7 Correct? 8 A. At Straight Line, yes. 9 Q. How do you usually get that assignment? 10 A. Straight Line usually calls to see if 11 you are interested in the claim, first. And 12 then, if so, they send it to you. I believe 13 they come in to do an analysis. 14 Q. So, you accept the assignment. Then, 15 at that point, they would send you claim terms 16 and such? 17 A. You get a notification that there is an 18 assignment for you in Xactimate, and you go into 19 Xactimate and download it. 20 Once you have it downloaded, you 21 will have access to whatever documents were 22 uploaded for you to review. A lot of times, 23 that's going to be your policy or your dec page 24 for claims if there is any. 25 From there, I just proceed with the</p> <p style="text-align: right;">Page 17</p>

5 (Pages 14 - 17)

<p>1 inspection. 2 Q. Okay. Did you investigate weather, or 3 did someone else provide with you weather data 4 information? 5 A. I believe I did. I don't recall. I 6 don't recall for sure, but... I believe I did. 7 I don't know if that's what made the report, but 8 I did research. 9 Q. I'm going to now show you what I will 10 mark as Exhibit -- we will mark as Exhibit 2 to 11 your deposition. It shows Straight Line. It's 12 on a document entitled, "First Report." It's 13 Bates stamped 187 to 191. 14 Take a look at that. And tell me 15 kind of when I can continue scrolling down. 16 A. Yeah. Go ahead. 17 Q. Okay. 18 A. It's good. You can scroll. 19 Okay. Okay. Got it. 20 Q. First off, is that your signature on 21 the report? 22 A. It is. 23 Q. Is it your e-signature or you actually 24 signed that? 25 A. It's an e-signature when I sent out the</p> <p style="text-align: right;">Page 18</p>	<p>1 Q. I don't think I sent it to you. 2 A. Somebody did. 3 Q. I don't think I sent it to you. 4 All right. That's something I 5 don't remember sending to you. 6 You have seen this recently, this 7 report? 8 A. Yes. 9 Q. All right. Can you tell me what parts 10 of the reports were changed? 11 A. Sure. I think we are good through the 12 risk caption, the caption. I think we start to 13 see the changes happen around the circumstances 14 of loss. 15 Q. I'm trying to follow through it. 16 A. The paragraph above the photo or the 17 photo for that matter. Those things, both. I 18 actually did not write the explanations of the 19 report. 20 Q. Under this Adjustment section? 21 A. Correct. 22 Q. What did you write? 23 A. On the roof portion, I believe, I wrote 24 the first two sentences. 25 Q. Do you know who wrote the other parts</p> <p style="text-align: right;">Page 20</p>
<p>1 report, it goes up as a Word document. So, they 2 are able to receive it. But that is my 3 signature, yes. 4 Q. For the e-mail address, still a working 5 e-mail for you? 6 A. Yes. 7 Q. Now, this report, was this the report 8 you submitted, or is this a report that had been 9 changed? 10 A. This is the report that's been changed. 11 Q. Date of inspection of 11-28 of '22. 12 Does that seem correct? 13 A. It does. 14 Q. As we sit here today just in general, 15 were you able to review any documents prior to 16 your deposition today? 17 A. No. 18 Q. Sometimes with people who no longer 19 work with a company, they aren't given access to 20 documents before the deposition. So, you 21 haven't reviewed anything regarding this claim 22 in two years, then. Correct? 23 A. I have not. Correct. Although, I did 24 see the report at some point. Maybe you sent it 25 to me. I got it somehow.</p> <p style="text-align: right;">Page 19</p>	<p>1 of it? 2 A. No idea. 3 Q. Were you given the report in this 4 format to review before your signature was 5 affixed to it? 6 MR. ULMER: Objection. Form. 7 THE WITNESS: No. Never saw any of 8 that stuff after I sent out my report, my 9 initial report. 10 BY MR. SIMON: 11 Q. Do you know where your initial report 12 is? 13 MR. ULMER: Objection. Form. 14 BY MR. SIMON: 15 Q. Do you know where your initial report 16 is, now? 17 A. No idea. 18 Q. Who took it over? 19 A. When I quit, it was in the beginning 20 stages, so I didn't keep it. I moved on from 21 it. 22 Q. Do you know if Straight Line Global, 23 kept a copy of that report? 24 A. I'm not sure if they have it. I would 25 hope so.</p> <p style="text-align: right;">Page 21</p>

6 (Pages 18 - 21)

<p>1 Q. So, how was your report different in 2 this adjustment section as best you can 3 remember two years later, how was your report 4 different? 5 A. Most importantly, I didn't make any 6 decisions here. I was being contracted to as an 7 expert to determine the severity and whether the 8 hail has caused functional damage. So, I 9 wouldn't have written any stuff about hail 10 issues, did not observe hail bruising. 11 None of that was reflected, nor 12 about the cause of loss at the opening. That 13 was the reason I wanted an expert to determine 14 this, the significance of the hail as well as 15 what caused the interior damage. 16 So, I wouldn't have written to 17 make these decisions. It was like whoever wrote 18 this did because I wasn't doing that. He didn't 19 make -- there is an opinion, "This 20 policy carries the Limitations on Coverage for 21 Roof Surfacing Endorsement, which excludes 22 coverage for the damage pointed out by the 23 Public Adjuster, as it is only superficial 24 damage." 25 Q. Did you feel that the damages you</p> <p style="text-align: right;">Page 22</p>	<p>1 roof from a covered cause of loss, to cause any 2 opening." 3 Was that your finding? 4 A. No. 5 Q. It talks about the interior. "We 6 inspected the interior of the bank and observed 7 minor water damage to the ceilings in the 8 office." 9 "In addition, we observed water 10 staining on the carpet in the vacant and rear 11 offices." 12 "Per the tenant, the water damaged 13 carpet results from ground water from the 14 parking lot. The stains on the ceiling are 15 roof-related, leaks from wind-driven rain." 16 Was that your finding? 17 A. No. 18 Q. Did you recommend -- in terms of 19 recommending the expert inspect the interior to 20 determine the origin, did you suggest maybe an 21 engineer go out and look at the property? 22 A. I did. But in this case, whoever wrote 23 this makes the coverage decision and says we 24 need an engineer. 25 Q. Why would you bring in an engineer to</p> <p style="text-align: right;">Page 24</p>
<p>1 observed were only superficial damage? 2 A. No. And I wouldn't have written a 3 horrible sentence like that either. But no, I 4 didn't. 5 Q. And were these damages only pointed out 6 by the public adjustor? Or were they also 7 observed by you, too? 8 A. By me, too. He would assess some 9 stuff, but I walked around the roof and 10 evaluated on my own. We did it together. And 11 if I didn't think it was legitimate, I would 12 take a picture of it. There was the presence of 13 legitimate impacts on the roof. 14 Q. The sentence that says, "This would 15 place the damages as cosmetic damages which 16 would not be allowed as it still exists as a 17 barrier to the elements." 18 Did you write that? 19 A. No. 20 Q. Was that your finding? 21 A. No. 22 Q. Bruising to the roof. Is that your 23 finding? 24 A. No. 25 Q. "We did not observe any damage to the</p> <p style="text-align: right;">Page 23</p>	<p>1 determine it wasn't related? 2 A. It doesn't make any sense. 3 Q. That's what's kind of confusing. Look 4 at the top paragraph of this last page of '191. 5 Was that something that you wrote? 6 A. Absolutely not. Recommendations and 7 determinations are premature at this point. 8 Q. Well, or conversely, it seems to 9 indicate that someone else has there, reached a 10 determination before the engineer has even gone 11 out there of what the result is going to be? 12 MR. ULMER: Objection. Form. 13 THE WITNESS: The words that were 14 given to me from Straight Line Global was just: 15 Write it as a denial to get it off of your 16 desk. 17 BY MR. SIMON: 18 Q. And you didn't feel that was 19 appropriate? 20 A. It's not ethical. I won't do it for 21 anybody. 22 Q. Okay. Did you only inspect the 23 property once? 24 A. Yes. 25 Q. In terms of this writing as a denial,</p> <p style="text-align: right;">Page 25</p>

7 (Pages 22 - 25)

<p>1 it seems like it was written as a denial. But 2 you are saying you didn't write that part? You 3 left it in the original format, and they changed 4 it? 5 A. I didn't make any coverage 6 recommendation of it. It was given to an expert 7 to make loss determinations. I wouldn't have 8 recommended an expert and told them what's 9 covered and what's not because: Why would I get 10 an expert if I was going to do that? 11 Q. Did you do any attempts at making 12 changes to the report or just said: I'm not 13 going to do any change. Here is my original 14 report. I'm not changing anything? 15 A. It was a little bit of a hoopla between 16 the folks at Straight Line. I don't remember. 17 I may have changed some verbiage, but I didn't 18 change anything substantial. 19 And then, when they come and get 20 the denial to get it off your desk, I just 21 refused to do anything else. 22 Q. Well, did they tell you your job 23 depended upon it or anything like that? 24 A. It's only -- it wasn't a big deal to 25 just do it. And I said, "No. You are welcome</p> <p style="text-align: right;">Page 26</p>	<p>1 that, your inspection. Is that correct? 2 A. No. It does not represent them at 3 all. 4 Q. It's always tricky to scroll through a 5 bunch of exhibits in these depositions. I have 6 something I'm going to show you from photographs 7 from your inspection. 8 A. Okay. 9 Q. Is it large enough where you can see 10 it? Need to make it -- 11 A. You are good. 12 Q. That's the other thing, I can never 13 tell how big -- I can see is it on my screen, 14 but I don't know what everyone else has to look 15 at. 16 There is a bunch of photographs. 17 These were attached to your report, done on 18 11-28-22 by Brandon Allen. 19 A. Yes. 20 Q. Do you see that? 21 A. That's my car on the top photo on the 22 left. That's me. 23 Q. Okay. First off, it looks like there 24 is about 100 or so pages from the same date, 25 culminated with public adjustor's card.</p> <p style="text-align: right;">Page 28</p>
<p>1 to do the taking it off. I won't do it." 2 Q. That was the last time you ever worked 3 for them? 4 A. Last time I ever worked for them. Hung 5 up the phone call and haven't talked to anybody 6 up there since. 7 Q. I'm going to show you that document. 8 I'm not going to mark it as an exhibit, but this 9 is a Motion for Summary Judgment filed by the 10 Defendant in this matter. 11 One of the things for the Motion 12 for Summary Judgment -- I'm just scrolling 13 down here. Appears to be that same that's 14 got different Bates stamp numbers. I believe 15 it's the exact same report that we just went 16 over what you wrote. And it's this Exhibit 17 A-2. 18 I can let you scroll, but it's the 19 same -- this will be a little bigger now. 20 A. Then I didn't write it. 21 Q. Okay. So then, if they say that this 22 is your report, that's inaccurate. Is that 23 correct? 24 A. Absolutely inaccurate. Yes, sir. 25 Q. It does not represent your findings on</p> <p style="text-align: right;">Page 27</p>	<p>1 So these, quickly, do these seem to 2 be your photos? 3 A. They do. They have the date stamp 4 that I use, and those appear to be the ones I 5 took. 6 Q. A question I have about this: It looks 7 like, next to the photos, there is like a little 8 overview; or, you know, are these things that 9 you put in there? 10 A. I haven't reviewed the whole photo 11 report, but those would come on their side as 12 well. So, maybe. 13 Q. Okay. That's what I want to ask. I 14 see certain things like "hailing damage, AC 15 vent"? 16 A. Yes. 17 Q. Was that accurate of what you found? 18 A. Yes. 19 Q. "Small dings on vents." 20 Would that have been the way you 21 would have characterized it? 22 A. Probably. 23 Q. "Hail damage to AC unit"? 24 A. Yeah. 25 Q. And that is accurate to what you would</p> <p style="text-align: right;">Page 29</p>

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<p>1 have described?</p> <p>2 A. It appears so, yeah.</p> <p>3 Q. There are a bunch of marks that say</p> <p>4 "hail marks." Seems to be a little bit</p> <p>5 different than the way you described it</p> <p>6 earlier.</p> <p>7 Were these, for example, on these</p> <p>8 circles in 36 and 37, are those -- did you write</p> <p>9 the hail mark circle by PA?</p> <p>10 A. I don't remember.</p> <p>11 Q. Would you have distinguished in your</p> <p>12 photos what was circled by the PA versus by</p> <p>13 you?</p> <p>14 A. Certainly would have if I didn't agree</p> <p>15 with him. I wouldn't have circled that area. I</p> <p>16 wouldn't have called it "hail."</p> <p>17 Q. Is it your contention that these show</p> <p>18 hail or that these are not evidence of hail?</p> <p>19 A. No. I think those -- that's a great</p> <p>20 representation of a hail bruise on the roof.</p> <p>21 Absolutely.</p> <p>22 Q. Is that typical of what you saw across</p> <p>23 the roof as hail?</p> <p>24 A. It is.</p> <p>25 Q. Did you do these hail damage/no hail</p> <p style="text-align: right;">Page 30</p>	<p>1 BY MR. SIMON:</p> <p>2 Q. Those were hail marks?</p> <p>3 A. Yes.</p> <p>4 Q. It says "minor hail damage." Were</p> <p>5 those your characterizations or were those</p> <p>6 changed, as well?</p> <p>7 A. I'm not sure. It was accurate,</p> <p>8 though.</p> <p>9 Q. These marks by PA seem to suggest that</p> <p>10 he thought those were marked and you thought</p> <p>11 that they were not hail indicative. Do you have</p> <p>12 an opinion on that?</p> <p>13 A. Not what I said.</p> <p>14 Q. Those are changes?</p> <p>15 A. Yes. I do think they are hail</p> <p>16 indicative. I am curious why they would think</p> <p>17 the PA did it and didn't circle these. I don't</p> <p>18 know why they would do that. Something is off</p> <p>19 there.</p> <p>20 Q. Same if there was damage they would</p> <p>21 have noted? Were those your comment areas on</p> <p>22 there?</p> <p>23 A. I'm not sure all of that is verbiage I</p> <p>24 use. Looking at these photos, I don't think</p> <p>25 they are accurate, though. I don't believe I</p> <p style="text-align: right;">Page 32</p>
<p>1 damage identified notes? Are those yours?</p> <p>2 A. I never used that phrase in my life.</p> <p>3 Q. Would you have called these "overview</p> <p>4 shots" or something different or not?</p> <p>5 A. I would call them something different.</p> <p>6 I think you're too far away to tell if there is</p> <p>7 hail damage or not there. I never would have</p> <p>8 said that on an overview like that. Those</p> <p>9 were -- for example, those were photos 43 and</p> <p>10 44.</p> <p>11 Q. And same thing in 45, 46, 47?</p> <p>12 A. Yes.</p> <p>13 Q. 48?</p> <p>14 A. Yes.</p> <p>15 Q. 50 and 51, you say, "Marked as hail by</p> <p>16 PA." Is that your characterization?</p> <p>17 A. No.</p> <p>18 Q. Do you know who would have adjusted it</p> <p>19 or changed that characterization?</p> <p>20 A. Somebody at Straight Line had to.</p> <p>21 Q. It's the same markings as 52, 53, 54.</p> <p>22 Correct?</p> <p>23 A. Yes, sir.</p> <p>24 Q. Within your --</p> <p>25 MR. ULMER: Objection. Form.</p> <p style="text-align: right;">Page 31</p>	<p>1 put that on there. I see too many anomalies to</p> <p>2 say "no claim damage here." When I am engaging</p> <p>3 an expert to make this determination, I wouldn't</p> <p>4 have put that.</p> <p>5 Q. It looks as, perhaps, some chalking</p> <p>6 that was done, "no hail damage to wall coping."</p> <p>7 Was that your comments there?</p> <p>8 A. No. I can see dents in 116.</p> <p>9 Q. Okay. That's on 115 and 116?</p> <p>10 A. Yes.</p> <p>11 Q. Those statements? Do you believe that</p> <p>12 was changed from your opinions?</p> <p>13 A. Yes.</p> <p>14 Q. On 120, did you write the "functional</p> <p>15 damage to coping" on there?</p> <p>16 A. I don't remember. I think that's</p> <p>17 unclear, as well.</p> <p>18 Q. We are at 125 and 126. You don't see</p> <p>19 those as being circled. Correct?</p> <p>20 A. I don't.</p> <p>21 Q. Do those look like hail marks, things</p> <p>22 that you would have considered hail?</p> <p>23 A. I would have considered it for sure.</p> <p>24 Q. You weren't disagreeing with the PA's</p> <p>25 assessment that that was his assessment.</p> <p style="text-align: right;">Page 33</p>

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<p>1 Correct?</p> <p>2 A. I'm not disagreeing.</p> <p>3 Q. 130, where it talks about the bitumen</p> <p>4 roof. No claim related to the stucco roof.</p> <p>5 A. I don't remember. It's something of</p> <p>6 the roof, though. There we go. I don't think</p> <p>7 so, no.</p> <p>8 Q. You don't think that you wrote those</p> <p>9 comments?</p> <p>10 A. I don't. No.</p> <p>11 Q. You do you remember if you found claim</p> <p>12 related damage to the awning on the front?</p> <p>13 A. I don't think I did.</p> <p>14 Q. Do you remember if you found any</p> <p>15 damages to the exterior of the property</p> <p>16 besides --</p> <p>17 A. I don't think there was a whole lot</p> <p>18 there that was susceptible to hail so much.</p> <p>19 Real stucco and metal, pretty good. I didn't</p> <p>20 see any window or anything we looked too closely</p> <p>21 at, you know, for hail damage, down spouts, that</p> <p>22 was it.</p> <p>23 Q. Water damage on ceiling tile. Did you</p> <p>24 observe those?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 34</p>	<p>1 Q. Okay. So, that was something that was</p> <p>2 agreed to by you?</p> <p>3 A. Yes. I would agree with that, yes.</p> <p>4 Q. But on -- they were like they are</p> <p>5 actually your photos. It's not like someone</p> <p>6 else took them. Is that correct?</p> <p>7 A. I believe they are my photos. Although</p> <p>8 the caption -- the captions have been changed,</p> <p>9 but the photos themselves, are mine.</p> <p>10 Q. I'm going to show you another document.</p> <p>11 This is Defendant AXIS Surplus Insurance's</p> <p>12 Response to Plaintiff's Interrogatories. Do you</p> <p>13 see that?</p> <p>14 A. No.</p> <p>15 Q. No, you don't. You don't see anything</p> <p>16 because I didn't share my screen.</p> <p>17 Now, do you see it?</p> <p>18 A. Yes.</p> <p>19 Q. I would ask you to look at</p> <p>20 Interrogatory Number 8.</p> <p>21 A. Okay.</p> <p>22 Q. And it says, "No, nothing has been</p> <p>23 changed." You don't agree with that. Do you?</p> <p>24 A. It's not true.</p> <p>25 MR. ULMER: Object. Form.</p> <p style="text-align: right;">Page 36</p>
<p>1 Q. Did you make a conclusion as to how it</p> <p>2 entered the property or how it got in there?</p> <p>3 A. I left it open. Requesting the --</p> <p>4 Q. That's something you can do, but since</p> <p>5 you -- is it something you couldn't do, or is it</p> <p>6 something you can do but since you were</p> <p>7 recommending an engineer, you said: I will wash</p> <p>8 my hands of it?</p> <p>9 A. If I can't identify where the actual</p> <p>10 roof leak is, which is pretty difficult on a</p> <p>11 flat roof with a steel deck like this, most of</p> <p>12 the time, I'm going to get an expert to make</p> <p>13 that determination.</p> <p>14 If I can make the determination, I</p> <p>15 have the evidence of where it's coming from.</p> <p>16 Absolutely I can.</p> <p>17 In a case like this, absolutely, I</p> <p>18 would call an expert just about every time to</p> <p>19 make that call.</p> <p>20 Q. "Caused damage to carpet by</p> <p>21 groundwater." Did someone tell you that?</p> <p>22 A. They did. Outside of that room is</p> <p>23 kind of a low spot in the parking lot where</p> <p>24 water builds up. They say heavy rains would</p> <p>25 come in.</p> <p style="text-align: right;">Page 35</p>	<p>1 BY MR. SIMON:</p> <p>2 Q. Now, when we look at the date of your</p> <p>3 report, it looks like your report was dated</p> <p>4 December 23rd of '24.</p> <p>5 You saw that? I'm sorry.</p> <p>6 A. I didn't see that. But I believe you.</p> <p>7 Q. I'm going to put it back up here.</p> <p>8 You now, see the report in front of</p> <p>9 you?</p> <p>10 A. I see it.</p> <p>11 Q. Do you see that?</p> <p>12 A. I do.</p> <p>13 Q. It's about a month after your</p> <p>14 inspection. Correct?</p> <p>15 A. Yes.</p> <p>16 Q. Now, typically speaking, when they --</p> <p>17 when the insurance company would get your</p> <p>18 report, this is the first communication they</p> <p>19 would have of your opinions on the claim.</p> <p>20 Correct?</p> <p>21 A. Yes. Normally, yes.</p> <p>22 Q. Okay. So, if you were recommending an</p> <p>23 engineer, the first time they would have seen</p> <p>24 that an engineer was needed in the way you would</p> <p>25 have handled your claims, would have been the</p> <p style="text-align: right;">Page 37</p>

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1 date that they received or reviewed this report?
 2 A. Correct.
 3 Q. And I'm going to show you some e-mails,
 4 Bates stamped 280, which I'm going to mark as
 5 Exhibit 3.
 6 Can you read those?
 7 A. I can.
 8 Q. What's interesting to me was on Monday,
 9 December 19th, 2022, four days before your
 10 report came out, there was something from AXIS
 11 that says, "Please retain an engineer to assist
 12 with causation."
 13 How would they know four days
 14 before that to ask for an engineer?
 15 MR. ULMER: Objection. Form.
 16 BY MR. SIMON:
 17 Q. You would have handled the claim and
 18 they would know four days before they received
 19 the report?
 20 MR. ULMER: Objection. Form.
 21 THE WITNESS: Yes.
 22 BY MR. SIMON:
 23 Q. I'll show you another document noted
 24 as, "Defendant AXIS Surplus Insurance Company's
 25 Initial Disclosures."

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1 Do you see that?
 2 A. I can.
 3 Q. It appears to be dated the 21st day of
 4 November of 2023.
 5 Do you see that?
 6 A. I do.
 7 Q. I see your name. Your name is on
 8 Section B there.
 9 A. I do.
 10 Q. "Brandon Allen, an employee of Straight
 11 Line Global, inspected the building on behalf of
 12 AXIS."
 13 Do you see that?
 14 A. I do.
 15 Q. It says, "Care of Shackelford, McKinley
 16 & Norton." Did they represent you in this
 17 matter?
 18 A. Not that I'm aware of.
 19 Q. Did they ever talk to you about
 20 whether they were going to represent you in this
 21 matter?
 22 A. No.
 23 Q. Did you ever direct them to accept
 24 service for you or only be contacted through
 25 them in this matter?

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1 A. No. No.
 2 Q. No one attempted to enter into any
 3 lawyer relationship with you regarding this
 4 matter on this case?
 5 A. I didn't even know who they were.
 6 Q. Did you ever prepare an estimate or
 7 anything like that for damages in this case?
 8 A. No.
 9 Q. I will put up another exhibit here.
 10 This is Bates stamped -- I'm going to mark
 11 this as Exhibit 4. It starts at Bates stamp
 12 AXIS 000746. It goes on to Bates stamp '776.
 13 It looks like the Claim Diary by
 14 AXIS in this case, have you ever seen this
 15 document?
 16 A. No. I didn't have access to it.
 17 Q. You know what a Claim Diary is? You
 18 have heard of them?
 19 A. I do, yes.
 20 MR. ULMER: Objection. Form.
 21 BY MR. SIMON:
 22 Q. I would like to discuss certain -- I
 23 would like to discuss certain issues.
 24 It looks like running through it,
 25 kind of has the additional -- it looks like it

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1 was originally assigned to a guy named Michael
 2 Hazlewood.
 3 Do you know who he is?
 4 A. I don't.
 5 Q. That was around November 11th. But
 6 then it looks like it was assigned to you on the
 7 12th.
 8 Maybe he rejected the claim or
 9 something like that?
 10 A. Yes. Likely.
 11 Q. There was Moises Camacho.
 12 A. Moises was around during that. He
 13 didn't have any contact request motions during
 14 this claim at all. He left the company. It
 15 may have been in the middle of this. I don't
 16 know.
 17 Q. That seems to be correct, though,
 18 around 11-12, you were assigned the claim?
 19 A. Ballpark, sure.
 20 Q. It looks like he set up an inspection
 21 for 10-21.
 22 A. Right.
 23 Q. It was rescheduled for 11-27. Do you
 24 see that?
 25 A. Yes.

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<p>1 Q. Does that seem correct to you?</p> <p>2 A. It does.</p> <p>3 Q. Did you have a -- was there a guideline</p> <p>4 of your company for how long it should take for</p> <p>5 a report to be done after an inspection</p> <p>6 occurred?</p> <p>7 A. Every carrier kind of had their own</p> <p>8 guidelines. However, Straight Line Global</p> <p>9 really wanted it within 24 to 48 hours.</p> <p>10 Q. It looks like on 12-2, Emily Winstead.</p> <p>11 Was she like an officer person?</p> <p>12 Do you know who she is?</p> <p>13 A. Yeah. She is their micro-manager.</p> <p>14 As you can see, she starts to follow you from</p> <p>15 the second you finish the inspection. That's</p> <p>16 Straight Line and their cycle time issues.</p> <p>17 Q. I guess, the first one kind of, how we</p> <p>18 can assist you report? This kind of thing? To</p> <p>19 assist you with your report. That type of</p> <p>20 thing?</p> <p>21 A. She asked me to -- usually with that,</p> <p>22 but yeah.</p> <p>23 Q. Looks like there was some communication</p> <p>24 on the 2nd that says she will have the reporting</p> <p>25 uploaded shortly. Correct? Do you see that?</p> <p style="text-align: right;">Page 42</p>	<p>1 estimate prepared?</p> <p>2 A. I did not write a estimate, which would</p> <p>3 be what you're supposed to do if you don't have</p> <p>4 a coverage termination yet.</p> <p>5 Q. Okay. Says, "Pending IA's report" on</p> <p>6 12-5 even -- do you know if your report came --</p> <p>7 when your report came in?</p> <p>8 A. I think 12-5 is when it came in.</p> <p>9 That's when it says, "Estimate Received."</p> <p>10 Q. Okay. "Review Accepted."</p> <p>11 Next line down, it looks like</p> <p>12 nine days later from 12-5 to 12-14. There is a</p> <p>13 jump.</p> <p>14 A. So, you send it. Xactimate Analysis,</p> <p>15 which is the online system for Xactimate, it</p> <p>16 shows us pending reviewing it.</p> <p>17 So, basically it's like waiting for</p> <p>18 somebody to review me and then he click "accept"</p> <p>19 and you'd see the note come up.</p> <p>20 Q. I guess, it's unusual to me and I'm</p> <p>21 hoping you can help me answer that question.</p> <p>22 This is from the AXIS Claim Diary;</p> <p>23 but there is a lot of activities that are going</p> <p>24 on, you know, with Straight Line Global.</p> <p>25 So, how is AXIS able to see</p> <p style="text-align: right;">Page 44</p>
<p>1 A. I don't have access to this system.</p> <p>2 I'm not sure where it's coming from.</p> <p>3 Q. I am showing you on the screen, so.</p> <p>4 A. Yeah. I think that sounds right.</p> <p>5 Q. It says, "Jason Lankford" and "Fatir</p> <p>6 Muhammad."</p> <p>7 Do you know who Jason Lankford and</p> <p>8 Fatir Muhammad are?</p> <p>9 A. I knew Jason. I don't think I worked</p> <p>10 with Fatir Muhammad before this.</p> <p>11 Q. The next thing I see on 12-5, it says,</p> <p>12 "Estimate Received."</p> <p>13 It looks like it was received on</p> <p>14 12-4-22.</p> <p>15 Do you see that?</p> <p>16 A. So, what I think, this is from</p> <p>17 Xactimate. It says, you know, Xactimate, and it</p> <p>18 says that when you create a file.</p> <p>19 So, in order for them to see my</p> <p>20 report, I'm sending them -- they're not notified</p> <p>21 unless they hit the "Complete" button in</p> <p>22 Xactimate. And that's what the notes are going</p> <p>23 to be, is Xactimate received, even though there</p> <p>24 is a no estimate.</p> <p>25 Q. So, it's not like there is some</p> <p style="text-align: right;">Page 43</p>	<p>1 what's going on internally with Straight Line</p> <p>2 Global?</p> <p>3 MR. ULMER: Objection. Form.</p> <p>4 THE WITNESS: So, a lot of times,</p> <p>5 these systems will be tied in together. So, the</p> <p>6 claims management system Straight Line uses will</p> <p>7 be tied in to theirs.</p> <p>8 However, it looks like most of the</p> <p>9 communication from Straight Line has come</p> <p>10 through Xactimate. So, if you look at the</p> <p>11 time of the notes, it says, "Xactimate</p> <p>12 Analysis." I believe that's what it's telling</p> <p>13 you that's coming from Straight Line.</p> <p>14 Q. I have never seen your original report,</p> <p>15 but you would have uploaded your original report</p> <p>16 to Xactimate Analysis. Right?</p> <p>17 A. Right.</p> <p>18 Q. If items are synced, AXIS would have</p> <p>19 had the ability to have your original report in</p> <p>20 the file?</p> <p>21 A. Not necessarily. So, there are things</p> <p>22 that Straight Line can do. They are going to</p> <p>23 make it visible.</p> <p>24 Yes, they can see the -- those are</p> <p>25 shared but not necessarily the documents. In</p> <p style="text-align: right;">Page 45</p>

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<p>1 order for them to see the documents in Xactimate 2 Analysis, usually an IA firm has to approve them 3 first. There are some carriers I work with that 4 can see them either way. 5 However, the great majority of the 6 ones that I work with, it has to be approved 7 first. And they can see they are there. But 8 they can't get it, as well. 9 Q. And then, I see there on Note Number 10 51 -- we are on Page 756. There is an entry by 11 Fatir where he talks -- he was the one who 12 contacted Glenn. Not you? 13 A. Definitely not me. 14 Q. Do you know why it was him and not 15 you? 16 A. I'm guessing I quit somewhere around 17 the 5th. Somewhere earlier. And so, I'm 18 guessing I was already gone by this point. 19 Q. Well, I think you got a few more 20 entries, though. I'm not -- I know you haven't 21 seen this. That's why I'm trying to -- does 22 this mean anything to you in 50? 23 A. Once they hit the "approve" button, 24 then it becomes visible to the carrier. 25 Q. So, that was on 12-14 of '22?</p> <p style="text-align: right;">Page 46</p>	<p>1 Q. I am curious about the second part 2 where it says, "We should go ahead and add some 3 line items to address the direct hail damage 4 observed to the estimate. I've reached out to 5 the PA about the lease. He says he will send it 6 over, in the meantime:" 7 "1. Add the replacement of a rain cap 8 exhaust cover." 9 "2. Add comb condenser fins for 6 10 large A/C units." 11 Do you see that? 12 A. I do. 13 Q. Looks to me like, I guess the way I 14 read those is, there has to be an estimate 15 because those are kinds of things that get put 16 in an estimate, not a report? 17 A. Yeah. He's asking me to write the 18 estimate. 19 Q. So, he would request an estimate 20 written but none had been written? 21 A. He wanted this estimate including these 22 items which would have been, I don't know, 23 \$9,000 below deductible. So, got us nowhere. 24 So, I would never write "comb 25 condenser fins for 6 large a/c units" unless I</p> <p style="text-align: right;">Page 48</p>
<p>1 A. Yes. 2 Q. All right. Here is where I see some 3 issues come up: The issue that came up that's, 4 I guess, what got me to take your deposition 5 here today, is I start seeing these, this Number 6 54 and 55. 7 Take a second to look at that. 8 A. Got it. 9 Q. Okay. It looks like at least on 12-5, 10 there is an e-mail exchange between Jason and 11 you and Fatir. 12 A. Sir, I don't remember the date 13 everything went down but yeah, this is -- I 14 remember this e-mail. 15 Q. What were the -- is the Number 54 16 accurate about what he wanted you to change, or 17 is it kind of, you know, is there more he 18 wanted to you change than what was written 19 here? 20 A. No. It says he modified the report 21 right there in the first sentence. 22 I didn't touch the report. 23 Whatever change is there, he did it. And I, 24 basically, took this request and called 25 management to discuss it with them.</p> <p style="text-align: right;">Page 47</p>	<p>1 looked at the units. 2 So, I would not take the liberty 3 to write it that way. I would write it 4 correctly. 5 Q. "With all the covered damage estimated 6 we can send this to the carrier as complete, and 7 they can make a coverage determination to the 8 insured." 9 Does this look like your response 10 at Number 55? 11 A. Yes. 12 Q. So, that was your, I guess, stating 13 that you wanted some expert to look at it to 14 address the damages you found? 15 A. Yes. 16 Q. And here is -- the next line of 56, 17 there is a Managerial Note. Is that right? 18 A. Yes. 19 Q. And it says, "IA has recommend engineer 20 via report. Please review and respond to have 21 IA secure the engineer." 22 Do you see that? 23 A. I do. 24 MR. ULMER: Objection. Form. 25 BY MR. SIMON:</p> <p style="text-align: right;">Page 49</p>

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<p>1 Q. 12-19 of '22?</p> <p>2 A. I had already -- I remember getting</p> <p>3 that message after I quit and smiling, "Look at</p> <p>4 that. They are going to hire an engineer anyway</p> <p>5 just like I knew they would."</p> <p>6 Q. How were they be able to do that four</p> <p>7 days of getting the date of your report?</p> <p>8 A. Somebody talked to them. I didn't. I</p> <p>9 knew something about what was going on. I had</p> <p>10 no contact with AXIS at all.</p> <p>11 Q. IA would be the internal company,</p> <p>12 someone from AXIS. Right?</p> <p>13 A. That would be me, company adjustor.</p> <p>14 Q. That's you, "Recommended engineer via</p> <p>15 report. Please review and respond."</p> <p>16 I guess based on the date of the</p> <p>17 report, there should have been no report at that</p> <p>18 time. Correct?</p> <p>19 A. Correct.</p> <p>20 Q. Is it your understanding this is the</p> <p>21 time when you --</p> <p>22 A. I was already -- yeah, I got this</p> <p>23 e-mail about hiring the engineer after I quit.</p> <p>24 Q. They just hadn't taken you off of their</p> <p>25 system yet?</p> <p style="text-align: right;">Page 50</p>	<p>1 would not want to incur that expense when the</p> <p>2 carrier is likely to hire an expert.</p> <p>3 So, nothing he says here is</p> <p>4 consistent with how normal commercial claims are</p> <p>5 handled with cosmetic damage.</p> <p>6 And he's admittedly had very little</p> <p>7 experience with commercial work and that was one</p> <p>8 of the reasons he said they assigned it to me</p> <p>9 because I was experienced.</p> <p>10 However, he didn't want to listen</p> <p>11 to the recommendations and as far as, you know,</p> <p>12 he had never been to the property or visited the</p> <p>13 property.</p> <p>14 A. Correct.</p> <p>15 Q. And his findings from this desk</p> <p>16 adjustment don't match what you observed at the</p> <p>17 property itself. Is that correct?</p> <p>18 A. Correct.</p> <p>19 Q. And I'm -- -- it looks like the claim</p> <p>20 was reassigned?</p> <p>21 A. Yes.</p> <p>22 Q. What does that mean, 61, to reassign?</p> <p>23 A. That means it was taken out of my name</p> <p>24 in Xactimate so they could revise it,</p> <p>25 themselves.</p> <p style="text-align: right;">Page 52</p>
<p>1 A. Well, it's connected to me through</p> <p>2 Xactimate Analysis.</p> <p>3 Q. Now, it appears there was an e-mail</p> <p>4 sent on 12-20-22. This is Item Number 60 on</p> <p>5 Bates '759.</p> <p>6 Please take a second to read that.</p> <p>7 A. I don't remember this e-mail.</p> <p>8 Q. So, it looks like it went to your</p> <p>9 personal e-mail anyway, so you would have</p> <p>10 still gotten it even if you left them at that</p> <p>11 time?</p> <p>12 A. Right. Correct.</p> <p>13 Q. And I guess, how do you feel about the</p> <p>14 statements made by Jason Lankford in this</p> <p>15 entry?</p> <p>16 A. Well, he's trying to desk adjust this</p> <p>17 claim. And not in good faith. I mean, he's</p> <p>18 sitting there saying: Remove the recommendation</p> <p>19 for expert engineer, which is very important to</p> <p>20 this claim.</p> <p>21 He stated that he thinks the PA</p> <p>22 is going to hire one. I'm not sure where he</p> <p>23 got that because I never got that from Glenn</p> <p>24 Ruston.</p> <p>25 In fact, I don't know major PAs who</p> <p style="text-align: right;">Page 51</p>	<p>1 Q. If you went three days before the</p> <p>2 technical date of the report, it had your name</p> <p>3 signed on it?</p> <p>4 A. Correct.</p> <p>5 Q. I guess, we don't see a review by the</p> <p>6 AXIS of the report until January 4th of 2023</p> <p>7 which looks like they are just cutting and</p> <p>8 pasting in the report we discussed?</p> <p>9 A. Yes.</p> <p>10 Q. And on this date, on the action plan,</p> <p>11 they are saying draft denial for the roof.</p> <p>12 Do you see that?</p> <p>13 A. I do.</p> <p>14 Q. And certainly, if there was no</p> <p>15 engineering inspection, you didn't have the</p> <p>16 information to deny the roof? Is that correct?</p> <p>17 At that time?</p> <p>18 A. Right.</p> <p>19 MR. ULMER: Objection. Form.</p> <p>20 THE WITNESS: Coming from a</p> <p>21 recommendation from whoever changed my report.</p> <p>22 BY MR. SIMON:</p> <p>23 Q. Does it fall under cosmetic? Do you</p> <p>24 think it was proper to have a denial if they</p> <p>25 were hiring an engineer but the engineer hasn't</p> <p style="text-align: right;">Page 53</p>

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<p>1 inspected yet?</p> <p>2 MR. ULMER: Objection. Form.</p> <p>3 THE WITNESS: Not properly. I want</p> <p>4 the proper thing here as the carrier would have</p> <p>5 been to issue the Reservation of Rights letter</p> <p>6 and move on with the investigation.</p> <p>7 BY MR. SIMON:</p> <p>8 Q. And it looks like there is a, I guess,</p> <p>9 we don't know if it was sent in error or not,</p> <p>10 that asked about the retention of the engineer.</p> <p>11 Correct?</p> <p>12 A. It looks like a mistake to me, too.</p> <p>13 Q. The next one says -- this has been</p> <p>14 about a month after the first engineer on</p> <p>15 January 20th. It looked like they are now</p> <p>16 asking the IA to retain an engineer.</p> <p>17 Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. Here is the interesting -- I want you</p> <p>20 to read this response from Glenn Ruston at the</p> <p>21 bottom of Page 768, please.</p> <p>22 A. I don't blame them for being confused.</p> <p>23 I would have been confused if I was looking,</p> <p>24 too.</p> <p>25 We were telling them it was all</p> <p style="text-align: right;">Page 54</p>	<p>1 26th.</p> <p>2 Q. Okay.</p> <p>3 A. Yeah. Two months after the incident.</p> <p>4 Q. All right. I would like to show you</p> <p>5 another document here.</p> <p>6 Besides the efforts we talked</p> <p>7 about, did you have any other involvement with</p> <p>8 this claim?</p> <p>9 A. No.</p> <p>10 Q. I'm going to show you a document title,</p> <p>11 "Defendant AXIS Surplus Insurance Company's</p> <p>12 First Supplemental Designation of Expert</p> <p>13 Witnesses."</p> <p>14 So, I'm going to mark this document</p> <p>15 as Exhibit 5, please.</p> <p>16 I want you to see where your name</p> <p>17 is and kind of tell me when you want me to</p> <p>18 scroll down. I want you to read about it.</p> <p>19 A. Scroll. Okay.</p> <p>20 Q. Okay. Do you feel comfortable to talk</p> <p>21 about all of those areas upon which you have</p> <p>22 been designated in this case?</p> <p>23 A. I mean, I have a limited scope here.</p> <p>24 So, I was the initial inspector who made a</p> <p>25 recommendation that didn't go any further. A</p> <p style="text-align: right;">Page 56</p>
<p>1 cosmetic and we discussed that it wasn't --</p> <p>2 it wasn't, for sure, wasn't confirmed it was</p> <p>3 all cosmetic damage. We needed somebody else</p> <p>4 to look at it. I would have been confused as</p> <p>5 well because this is not what we talked about.</p> <p>6 Q. Is the -- if you inspected on November</p> <p>7 28th, is there a reason why it should have taken</p> <p>8 until January 20th to start retaining the</p> <p>9 engineer?</p> <p>10 A. No.</p> <p>11 Q. Is that longer than it should take to</p> <p>12 complete a claim investigation?</p> <p>13 MR. ULMER: Objection. Form.</p> <p>14 THE WITNESS: Absolutely.</p> <p>15 Absolutely. Especially to move forward to make</p> <p>16 a coverage determination.</p> <p>17 You know, we haven't done it yet</p> <p>18 and we are trying to hire an engineer to help us</p> <p>19 with that and it's 50 something days left of the</p> <p>20 inspection. It's crazy.</p> <p>21 BY MR. SIMON:</p> <p>22 Q. It looks like the status report</p> <p>23 finally, comes out to, I guess, goes into</p> <p>24 Xactimate were you're investigating?</p> <p>25 A. It looks like the e-mail is from the</p> <p style="text-align: right;">Page 55</p>	<p>1 lot of it, I can answer. But...</p> <p>2 Q. In terms of this matter, they also</p> <p>3 mention general things here that says, like,</p> <p>4 for example, you can talk about the claims</p> <p>5 process, claims handling, the extensive nature</p> <p>6 of damages, the conditions of the property,</p> <p>7 the insurance policy, the building design and</p> <p>8 construction, the finishing building systems.</p> <p>9 You can talk about damages</p> <p>10 attributable to hail versus not attributable to</p> <p>11 hail, what's pre-existing causation issues.</p> <p>12 A. Yeah.</p> <p>13 Q. Do you feel comfortable to talk about</p> <p>14 all of that?</p> <p>15 A. I do.</p> <p>16 Q. You are qualified to talk about pricing</p> <p>17 of repairs and replacements? And the process to</p> <p>18 make repairs?</p> <p>19 A. Definitely. I think I am qualified for</p> <p>20 pricing the process or similar repairs, I'm not</p> <p>21 the repair guy.</p> <p>22 Q. I know you did not prepare a --</p> <p>23 A. I didn't.</p> <p>24 Q. Says you may testify as to Plaintiff's</p> <p>25 failure to mitigate damages.</p> <p style="text-align: right;">Page 57</p>

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<p>1 Did you find that?</p> <p>2 A. No.</p> <p>3 Q. Did you find any lack of improper</p> <p>4 replacement, repairs done?</p> <p>5 A. No.</p> <p>6 Q. Did you find any occurrence of any</p> <p>7 unrelated or unreasonable costs and expenses for</p> <p>8 remediation and other repairs?</p> <p>9 A. No.</p> <p>10 Q. It says, "Mr. Allen may further</p> <p>11 testify regarding the duties in the event of a</p> <p>12 loss under the AXIS Policy, including prompt</p> <p>13 notice."</p> <p>14 Did you review that?</p> <p>15 A. No.</p> <p>16 Q. "No protection/preservation and</p> <p>17 cooperation."</p> <p>18 Do you see that?</p> <p>19 A. I do.</p> <p>20 Q. It says, "Mr. Allen may also testify</p> <p>21 in response to any opinions, testimony, or</p> <p>22 evidence offered by Plaintiff or any of its</p> <p>23 expert witnesses concerning any of the above or</p> <p>24 related areas, as well as the opinions,</p> <p>25 statements and conclusions set forth in</p> <p style="text-align: right;">Page 58</p>	<p>1 document, I guess you haven't seen it before.</p> <p>2 This is what we will represent to</p> <p>3 you is the expert report in this matter prepared</p> <p>4 by our expert, Dave Wilson.</p> <p>5 A. Okay.</p> <p>6 Q. Does this look like he used the exact</p> <p>7 same Xactimate software that you would have used</p> <p>8 to do the pricing?</p> <p>9 A. Yes.</p> <p>10 Q. And I'm not going to nitpick line</p> <p>11 items, but I kind of want you to look through</p> <p>12 it. You know, if you need to look at</p> <p>13 specifics, I just want you to kind of generally</p> <p>14 see what I'm going to show you, in general. And</p> <p>15 then, we can kind of go back if you need me to</p> <p>16 show you anything. Okay?</p> <p>17 A. Okay.</p> <p>18 Q. So, an estimate prepared by Mr. Wilson</p> <p>19 in this case, for various work done. I guess,</p> <p>20 would your estimate have looked like this?</p> <p>21 A. It's normal.</p> <p>22 Q. Haven't plugged it all in. But for</p> <p>23 replacing a roof, air conditioner work,</p> <p>24 insulation, and whatever general items, if you</p> <p>25 remember, have you prepared an estimate for</p> <p style="text-align: right;">Page 60</p>
<p>1 Plaintiff's experts' reports."</p> <p>2 Have you ever seen our expert</p> <p>3 report?</p> <p>4 A. I have not.</p> <p>5 Q. "He may also offer expert opinions in</p> <p>6 response to any rebuttal reports or deposition</p> <p>7 testimony of Plaintiff's expert witnesses, as</p> <p>8 well as any additional documents that are</p> <p>9 produced or provided to him."</p> <p>10 Do you see all of that?</p> <p>11 A. I do.</p> <p>12 Q. They didn't know go over this with you</p> <p>13 before they designated you in terms of what you</p> <p>14 were going to be designated on?</p> <p>15 A. No.</p> <p>16 Q. Do you see it?</p> <p>17 A. Yes.</p> <p>18 Q. You used Xactimate as estimating</p> <p>19 software?</p> <p>20 A. Yes.</p> <p>21 Q. To make payments?</p> <p>22 A. Yes.</p> <p>23 Q. Still industry standard?</p> <p>24 A. It is.</p> <p>25 Q. Now, I'm going to show you another</p> <p style="text-align: right;">Page 59</p>	<p>1 those things? Knowing that you didn't come</p> <p>2 up with that conclusion, would the \$346,000</p> <p>3 number seem like kind of what you would expect</p> <p>4 to see for a building of this size for work?</p> <p>5 A. It is. And just a quick review of the</p> <p>6 line items, I don't see anything that sticks out</p> <p>7 to me as incorrect or crazy.</p> <p>8 Q. Crazy?</p> <p>9 A. Crazy. Exactly.</p> <p>10 Q. But you haven't studied it either?</p> <p>11 A. I haven't.</p> <p>12 Q. But your -- if you would have</p> <p>13 prepared an estimate, you would be using the</p> <p>14 same database? You just may have -- your scope</p> <p>15 of work would have been different, but you</p> <p>16 would have used the same pricing data</p> <p>17 operation?</p> <p>18 A. Yes.</p> <p>19 Q. Depending on the month you prepared the</p> <p>20 estimate?</p> <p>21 A. Correct.</p> <p>22 Q. And when, you prepare an estimate and</p> <p>23 would have done it for Straight Line Global,</p> <p>24 would you go back to the data from loss, or</p> <p>25 would your instructions be to kind of use the</p> <p style="text-align: right;">Page 61</p>

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<p>1 database at the time you were presenting the 2 work? 3 A. I used the database, the database at 4 the time I prepared the estimate. 5 Q. Because if you did it back to the time 6 of loss, it wouldn't really help them make 7 repairs at the current time? 8 A. No. 9 MR. ULMER: Objection. Form. 10 THE WITNESS: It's not accurate. 11 For instance, also the last couple of years we 12 get intel every month and we expect the prices 13 to be different. 14 BY MR. SIMON: 15 Q. That's industry standard? 16 A. Yes. 17 Q. And I would like to talk with you a 18 little bit about your background. Tell me about 19 your background in adjusting. 20 A. I started with Crawford Company around 21 2002, came into their catastrophe adjustor 22 training program. 23 They took us to their home office 24 at the time, in Atlanta, for a week training, 25 which the first week was policy and</p> <p style="text-align: right;">Page 62</p>	<p>1 a company that is about 90 percent commercial 2 quality adjusting. And that was during 3 Hurricane Harvey, so I got to deal with a lot of 4 stuff. 5 Q. How many roofs like the one in this 6 case, have you inspected for wind and hail 7 damages? 8 A. Thousands. Bitumen roofs are super 9 common. 10 Q. In the commercial section? 11 A. Yes. 12 Q. And is it something you feel 13 comfortable being able to identify, hail damage 14 to these roofs? 15 A. Assessment. 16 Q. I gather for this you aren't 17 particularly -- well, you mentioned, you 18 observed damage on the roof in this case. 19 Correct? 20 A. Correct. 21 Q. Well, did -- I take it your opinion is 22 in terms of how the claim was handled, that you 23 don't feel it was handled well -- 24 MR. ULMER: Form. 25 BY MR. SIMON:</p> <p style="text-align: right;">Page 64</p>
<p>1 understanding policy, things like that. 2 Second week was Xactimate policy. 3 Then they put me into a branch in 4 Memphis, Tennessee, for a year to learn in the 5 field, which I did. 6 And then after that, I started 7 working storms, hurricanes. Hurricane Isabel 8 was my first one. And that was the last 9 hurricane ever for Crawford Company. 10 I went 1099 with other companies 11 after that. 12 Also, spent some time in Florida as 13 an adjustor for Citizens, for their managed 14 claims model program, which means you acted as 15 the field and desk adjustor for about three 16 years. 17 And I moved back to Texas. 18 Been doing a mixture of mainly data 19 work with some catastrophe work in the area as 20 well, continually working as an adjustor since I 21 got into the business. 22 Q. As a catastrophe adjustor or claims 23 like this, hail, winds, those things, that's 24 your typical claim? 25 A. During my time with Vericclaim, which is</p> <p style="text-align: right;">Page 63</p>	<p>1 Q. -- regarding how the claim was 2 handled? 3 MR. ULMER: Objection. Form. 4 THE WITNESS: How the claim was 5 handled? 6 BY MR. SIMON: 7 Q. Was it typically, people would have you 8 revise your reports to this nature? 9 A. Not to this nature. Usually, if you 10 have revisions, it's going to be line items, 11 carrier guidelines, things that they want to see 12 differently. Not things they want to change 13 completely like this. 14 Q. Are there any other companies where you 15 ever left for these reasons? 16 A. Yes. 17 Q. And you haven't worked with them since 18 this claim? 19 A. I have not. 20 Q. How long had you worked with them 21 before this claim? 22 A. They were never one of my major 23 income producers but they needed somebody in the 24 area. 25 Q. Thank you for your time, Mr. Allen.</p> <p style="text-align: right;">Page 65</p>

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<p>1 MR. SIMON: No further questions.</p> <p>2 EXAMINATION</p> <p>3 BY MR. ULMER:</p> <p>4 Q. I understand you believe your report</p> <p>5 was done and your opinions are as outlined by</p> <p>6 counsel?</p> <p>7 A. I don't believe I have...</p> <p>8 Q. Let me show you something.</p> <p>9 Can you are see the report for</p> <p>10 Straight Line?</p> <p>11 A. Yes.</p> <p>12 Q. Can you see the report from Straight</p> <p>13 Line?</p> <p>14 A. I can see it.</p> <p>15 Q. Okay. Now, even though you didn't</p> <p>16 determine cause -- Am I right?</p> <p>17 A. Correct.</p> <p>18 Q. That's also in the final paragraph of</p> <p>19 your report. Correct?</p> <p>20 A. To some extent, it is. However, it's</p> <p>21 not for the same reasons.</p> <p>22 Q. The biggest part of this claim, that</p> <p>23 part --</p> <p>24 A. I'm not an expert.</p> <p>25 Q. Right. The final version of the report</p> <p style="text-align: right;">Page 66</p>	<p>1 the first sentence of the paragraph, clearly.</p> <p>2 BY MR. ULMER:</p> <p>3 Q. The coverage determination?</p> <p>4 MR. SIMON: Objection. Form.</p> <p>5 THE WITNESS: Wear and tear and</p> <p>6 determination of the roof.</p> <p>7 BY MR. ULMER:</p> <p>8 Q. Of course, he is telling you that, but</p> <p>9 not that we recommend. Right?</p> <p>10 A. Wasn't me.</p> <p>11 MR. SIMON: Objection. Leading.</p> <p>12 BY MR. ULMER:</p> <p>13 Q. Is all you do as an independent</p> <p>14 adjustor?</p> <p>15 A. As an independent adjustor.</p> <p>16 Q. All right. An expert is employed.</p> <p>17 Correct?</p> <p>18 MR. SIMON: Object. Form, leading.</p> <p>19 THE WITNESS: It does say that, but</p> <p>20 it's too late. He has made the coverage</p> <p>21 determination.</p> <p>22 BY MR. ULMER:</p> <p>23 Q. All right. You says he recommended?</p> <p>24 A. I'm not denying that.</p> <p>25 Q. That's the same recommendation you had</p> <p style="text-align: right;">Page 68</p>
<p>1 recommends and determines the cause of loss.</p> <p>2 A. Yes.</p> <p>3 THE COURT REPORTER: Could we go</p> <p>4 off the record for just a moment?</p> <p>5 (Conversation held off the record.)</p> <p>6 BY MR. ULMER:</p> <p>7 Q. My last question was: The final</p> <p>8 version of the report recommends and determines</p> <p>9 the cause of loss.</p> <p>10 Your answer was "yes." Is that</p> <p>11 correct?</p> <p>12 MR. SIMON: Objection. Leading,</p> <p>13 form.</p> <p>14 THE WITNESS: No. My answer was:</p> <p>15 Yes, it's in there.</p> <p>16 However, they have already made a</p> <p>17 determination of coverage for the last loss. We</p> <p>18 are working on denying that and bringing the</p> <p>19 expert in later, which is not the way things are</p> <p>20 done.</p> <p>21 BY MR. ULMER:</p> <p>22 Q. I don't see a coverage determination</p> <p>23 here. Anything about the coverage denied?</p> <p>24 MR. SIMON: Objection. Form.</p> <p>25 THE WITNESS: Literally says it in</p> <p style="text-align: right;">Page 67</p>	<p>1 in your initial report. Isn't that correct?</p> <p>2 MR. SIMON: Object. Form, leading.</p> <p>3 THE WITNESS: I didn't tell him it</p> <p>4 wasn't covered first. We need to wait for the</p> <p>5 recommendations to determine coverage.</p> <p>6 So, no. It's not at all the same</p> <p>7 thing I'm asking for.</p> <p>8 BY MR. ULMER:</p> <p>9 Q. Okay. That's not what I asked you.</p> <p>10 Can you do me a favor? Let your</p> <p>11 counsel object first, and then answer.</p> <p>12 I am only asking you: We already</p> <p>13 established this report recommends the hiring of</p> <p>14 an expert to determine coverage. Right?</p> <p>15 MR. SIMON: Objection. Form,</p> <p>16 leading.</p> <p>17 THE WITNESS: Please ask me the</p> <p>18 question.</p> <p>19 BY MR. ULMER:</p> <p>20 Q. You already established this report</p> <p>21 recommends hiring an expert. Right?</p> <p>22 MR. SIMON: Objection. Form,</p> <p>23 leading.</p> <p>24 THE WITNESS: I answered that about</p> <p>25 four times.</p> <p style="text-align: right;">Page 69</p>

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<p>1 BY MR. ULMER: 2 Q. I'm only asking you this one question: 3 Your initial draft recommends the hiring of an 4 expert. Right? 5 MR. SIMON: Object. Form, leading. 6 THE WITNESS: Yes. 7 BY MR. ULMER: 8 Q. Okay. And are you aware that EFI was 9 hired as an expert. Right? 10 A. Apparently so. 11 Q. All right. And after an engineer 12 inspected this property, he found there was no 13 hail damage. Do you see that? 14 A. I see it. 15 MR. SIMON: Objection. Form, 16 leading. 17 BY MR. ULMER: 18 Q. You are not an engineer. Right? 19 A. I'm not an engineer. 20 Q. All right. So, you have no reason 21 why -- no reason to believe this is incorrect. 22 Correct? 23 MR. SIMON: Objection. Form, 24 leading. 25 THE WITNESS: No. I don't have any</p> <p style="text-align: right;">Page 70</p>	<p>1 BY MR. ULMER: 2 Q. Did you go to engineering school? 3 MR. SIMON: That's why it's 4 leading. I think it's a yes-or-no question. He 5 is your witness not mine. You can't ask him a 6 leading question. Every question you have asked 7 is bad. You couldn't ask these at trial. 8 BY MR. ULMER: 9 Q. Did you go to engineering school? 10 A. I did not. 11 MR. SIMON: Objection. Form, 12 leading. 13 BY MR. ULMER: 14 Q. Do you have any engineering training? 15 A. Yes. 16 Q. And are you certified? 17 A. Certified training through Haag 18 Engineering for commercial roofs just like this 19 one. 20 Q. Okay. But how are you trained as an 21 engineer? 22 A. What's that? 23 Q. How are you trained in engineering if 24 you are not an engineer? 25 A. Trained for hail damage. I'm not an</p> <p style="text-align: right;">Page 72</p>
<p>1 reason to believe it's incorrect. 2 BY MR. ULMER: 3 Q. Why -- 4 A. That's not complete, though I find it 5 laughable they did not observe any hail damage 6 to the roof because they did. My assignment 7 would have been completely different. 8 Q. I'm not asking if there is hail on the 9 roof, because I see it myself but what I'm 10 asking is: Is the hail functional? And did you 11 call it interior damage? 12 A. So, the fact he said he did not observe 13 damage on the roof, I find that laughable. He 14 sees it. We have visible hail damage on the 15 roof, and he is saying he did not observe any? 16 Yeah, I got to question him there. 17 Absolutely. 18 Q. But -- of that -- 19 MR. SIMON: Objection. Form, 20 leading. 21 BY MR. ULMER: 22 Q. Did you go to engineering school? 23 MR. SIMON: Objection. Form, 24 leading. 25 MR. ULMER: How is that leading?</p> <p style="text-align: right;">Page 71</p>	<p>1 engineer nor am I claiming to be, however, I 2 have been trained for this. 3 Q. That's not what I asked you. I didn't 4 ask you: Did you ever receive training? 5 Have you received engineering 6 training? 7 MR. SIMON: Objection. Form. 8 THE WITNESS: I guess I don't 9 understand the question. 10 BY MR. ULMER: 11 Q. Okay. 12 A. I have already said I'm not an 13 engineer. Nor am I claiming to be. 14 Q. Okay. Thank you. 15 Earlier, you testified regarding 16 date of loss pricing versus pricing at the time 17 of the inspection. 18 Do you recall that? 19 A. You were cutting out at the beginning 20 of the question. Can you repeat for me? 21 Q. You talked about, earlier, date of loss 22 pricing versus pricing at the time of the 23 inspection? 24 A. Yes. 25 Q. And I believe your opinion was?</p> <p style="text-align: right;">Page 73</p>

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<p>1 A. It is what I normally use.</p> <p>2 Q. Are you aware that policies require</p> <p>3 certain things?</p> <p>4 A. Some policies require the date of loss.</p> <p>5 Unless there is something you want me to look</p> <p>6 at.</p> <p>7 Q. How would you acquire date of loss</p> <p>8 pricing? Would you be limited to that?</p> <p>9 MR. SIMON: Objection. Form.</p> <p>10 Calls for a legal conclusion.</p> <p>11 THE WITNESS: I feel like if this</p> <p>12 had been a claim that was handled and paid in a</p> <p>13 reasonable time. But here we are years later</p> <p>14 and the 2022 price is absolutely ludicrous.</p> <p>15 BY MR. ULMER:</p> <p>16 Q. And regarding the Xactimate estimate,</p> <p>17 isn't it true that it is based on what you put</p> <p>18 into Xactimate?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And you also select an option</p> <p>21 such as "date of loss" or "date of pricing" on</p> <p>22 there as well. Right?</p> <p>23 MR. SIMON: Objection. Form.</p> <p>24 THE WITNESS: No. You can't select</p> <p>25 a pricing on a database. That's not how it</p> <p style="text-align: right;">Page 74</p>	<p>1 expert. You understand you are not retained as</p> <p>2 an expert by AXIS. Right?</p> <p>3 A. I do.</p> <p>4 MR. ULMER: I pass the witness.</p> <p>5 MR. SIMON: No further questions at</p> <p>6 this time.</p> <p>7 THE COURT REPORTER: Do you all</p> <p>8 want to discuss signature of the witness?</p> <p>9 MR. ULMER: I guess he can read and</p> <p>10 sign. You can send it directly to him.</p> <p>11 So, Brandon, do you have an address</p> <p>12 where you want her to send a copy of the</p> <p>13 transcript to?</p> <p>14 THE WITNESS: Can she e-mail it?</p> <p>15 Yes. I will put my e-mail in the</p> <p>16 Chat box.</p> <p>17 MR. ULMER: Ms. Kelly, I would like</p> <p>18 a copy of the transcript, also. And my e-mail</p> <p>19 is in the Chat box.</p> <p>20 (Deposition concluded at 4:43 p.m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 76</p>
<p>1 works.</p> <p>2 If you make any changes to</p> <p>3 Xactimate pricing, I was going to ask for that</p> <p>4 line item. You are going to know it.</p> <p>5 If I ever do that as an adjustor,</p> <p>6 I always put an estimate note of why I did it.</p> <p>7 If you -- if you use pricing other</p> <p>8 than Xactimate, that's pretty industry standard</p> <p>9 to explain why you did it.</p> <p>10 BY MR. ULMER:</p> <p>11 Q. That's not what I asked.</p> <p>12 I asked you: Is there an option in</p> <p>13 Xactimate to select date of loss pricing?</p> <p>14 A. No. I can download. Okay. I can</p> <p>15 download whatever price list I want. I can</p> <p>16 tell it to download the March of '22 price list</p> <p>17 or the most recent. I can't tell the date of</p> <p>18 loss. I know it does that, but I can go and</p> <p>19 download that.</p> <p>20 Q. Which kind of proves my point that you</p> <p>21 can change the pricing based upon the date.</p> <p>22 Right?</p> <p>23 A. You can change the pricing.</p> <p>24 Absolutely.</p> <p>25 Q. You had questions about being an</p> <p style="text-align: right;">Page 75</p>	<p>1 CHANGES AND SIGNATURE</p> <p>2 TO THE REMOTE ORAL DEPOSITION OF</p> <p>3 BRANDON BENJAMIN ALLEN</p> <p>4 February 7, 2025</p> <p>5 Page Line Change Reason</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 77</p>

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<p>1 I, BRANDON BENJAMIN ALLEN, have read the foregoing</p> <p>2 deposition and hereby affix my signature that same is</p> <p>3 true and correct, except as noted above.</p> <p>4 _____</p> <p>5 (Signature of witness)</p> <p>6 <u>STATE OF</u></p> <p>7 <u>COUNTY OF</u></p> <p>8 <u>Before me</u> _____ <u>on this day</u> _____</p> <p>9 personally appeared BRANDON BENJAMIN ALLEN, known to</p> <p>10 me (proved to me under oath or through</p> <p>11 _____) (description of identity card</p> <p>12 or other document) to be the person whose name is</p> <p>13 subscribed to the foregoing instrument and</p> <p>14 acknowledged to me that he executed the same for the</p> <p>15 purposes and consideration therein expressed.</p> <p>16 (Seal) Given under my hand and seal of office</p> <p>17 <u>this</u> _____ <u>day of</u> _____, 2025.</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 Notary Public in and for</p> <p>23 <u>the State of</u> _____</p> <p>24 _____</p> <p>25 _____</p> <p style="text-align: right;">Page 78</p>	<p>1 Jay Simon, Esq. CHAD T. WILSON LAW FIRM, P.L.L.C. 2 455 East Medical Center Boulevard Suite 555 3 Webster, Texas 77598 713.222.6000 4 jsimon@cwilsonlaw.com 5 Artis G. Ulmer, III, Esq. SHACKELFORD, MCKINLEY & NORTON, L.L.P. 6 717 Texas Avenue 27th Floor 7 Houston, Texas 77002 832.415.1801 8 aulmer@shackelford.law 9 I further certify that I am neither counsel for, related to, nor employed by any of the parties or 10 attorneys in the action in which this proceeding was taken, and further that I'm not financially or 11 otherwise interested in the outcome of the action. 12 In witness whereof, I have this date subscribed my name on this 10th day of February, 2025. 13 _____ 14 _____ 15 _____ 16 Suzanne Kelly, CSR Registered Diplomat Reporter Certificate Number: 1260 17 Expiration Date: 11/30/2025 Registered Diplomat Reporter 18 Certified Realtime Reporter Realtime Systems Analyst 19 Certificate of Merit Reporter Certified Livenote Reporter 20 VERITEXT LEGAL SOLUTIONS Firm Registration No. 571 300 Throckmorton Street 21 Suite 1600 Fort Worth, Texas 76102 817.336.3042 1.800.336.4000 22 _____ 23 _____ 24 _____ 25 _____</p> <p style="text-align: right;">Page 80</p>
<p>1 IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS 2 HOUSTON DIVISION 3 ONE UNITY INVESTMENT, § L.L.C., § 4 Plaintiff, § § 5 v. § § 6 AXIS SURPLUS INSURANCE § 7 COMPANY, § § 8 Defendant. § 9 10 DEPOSITION OF BRANDON BENJAMIN ALLEN February 7, 2025 11 I, Suzanne Kelly, RDR, CRR, in and for the State of Texas hereby certify to the following: 12 13 That the witness, BRANDON BENJAMIN ALLEN, was duly sworn by the officer and that the transcript of 14 the videotaped oral deposition is a true record of the testimony given by the witness; 15 That the deposition transcript was submitted on the _____ day of _____, 2025, to the witness for 16 examination, signature and return to Suzanne Kelly by the _____ day of _____, 2025; 17 18 That the amount of time used by each party at the deposition is as follows: 19 Mr. Simon: One hour and 28 minutes used; Mr. Ulmer: Twelve minutes used; 20 21 That pursuant to the information given to the deposition officer at the time said testimony was 22 taken, the following includes counsel for all parties of record: 23 24 25</p> <p style="text-align: right;">Page 79</p>	<p>1 brandon@allenconsultingservice.com</p> <p>2 February 10, 2025</p> <p>3 One Unity Investment, LLC v. Axis Surplus Insurance Company</p> <p>4 DEPOSITION OF: Brandon Allen (# 7146621)</p> <p>5 The above-referenced witness transcript is</p> <p>6 available for read and sign.</p> <p>7 Within the applicable timeframe, the witness</p> <p>8 should read the testimony to verify its accuracy. If</p> <p>9 there are any changes, the witness should note those</p> <p>10 on the attached Errata Sheet.</p> <p>11 The witness should sign and notarize the</p> <p>12 attached Errata pages and return to Veritext at</p> <p>13 errata-tx@veritext.com.</p> <p>14 According to applicable rules or agreements, if</p> <p>15 the witness fails to do so within the time allotted,</p> <p>16 a certified copy of the transcript may be used as if</p> <p>17 signed.</p> <p>18 Yours,</p> <p>19 Veritext Legal Solutions</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p> <p style="text-align: right;">Page 81</p>

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f) (1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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Exhibit B

Neil B. Hall January 16, 2025

Page 1	Page 3
<p>IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION ONE UNITY INVESTMENT, LLC) Plaintiff,) VS.) CIVIL ACTION) NO. 4:23-cv-02455 AXIS SURPLUS INSURANCE) COMPANY,) Defendant.)</p> <p>*****</p> <p>ORAL AND VIDEOTAPED DEPOSITION OF NEIL B. HALL JANUARY 16, 2025 (Taken Via Remote Videoconference)</p> <p>*****</p> <p>ORAL AND VIDEOTAPED DEPOSITION OF NEIL B. HALL, produced as a witness at the instance of the DEFENDANT, and duly sworn, was taken in the above-styled and numbered cause on the 16th of January, 2025, from 10:00 a.m. to 11:57 a.m., before Mona S. Whitmarsh, Certified Shorthand Reporter, in and for the State of Texas, reported by machine shorthand via Zoom videoconference, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.</p>	<p>INDEX</p> <p>PAGE</p> <p>Appearances 2</p> <p>Stipulations 5</p> <p>NEIL B. HALL</p> <p>Examination by Mr. Ulmer 5</p> <p>Changes and Signature 67</p> <p>Reporter's Certificate 69</p>
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<p>APPEARANCES (ALL APPEARING VIA ZOOM)</p> <p>FOR THE PLAINTIFF:</p> <p>Mr. Jay Scott Simon THE CHAD T. WILSON LAW FIRM, PLLC 455 East Medical Center Blvd., Suite 555 Webster, Texas 77598 833-942-0678 jsimon@cwilsonlaw.com</p> <p>FOR THE DEFENDANT:</p> <p>Mr. Artis G. Ulmer, III SHACKELFORD, MCKINLEY & NORTON, LLP 717 Texas Avenue, 27th Floor Houston, Texas 77002 832-415-1801 832-565-9030 (fax) aulmer@shackelford.law</p> <p>VIDEO TECHNICIAN: Mr. Christian Barrett</p>	<p>EXHIBITS</p> <p>NO. DESCRIPTION PAGE</p> <p>Exhibit A 12</p> <p>Plaintiff's Designation of Expert Witnesses</p> <p>Exhibit B 14</p> <p>Neil Hall's Expert Report</p> <p>Exhibit C 19</p> <p>Roof Photo</p> <p>Exhibit D 23</p> <p>Map of Hail Strikes, Photo 1</p> <p>Exhibit E 25</p> <p>Hail Strikes Southeast Corner, Photo 8</p> <p>Exhibit F 25</p> <p>Hail Strikes Southwest Corner, Photo 23</p> <p>Exhibit G 25</p> <p>Hail Strikes Opposite South Parapet, Photo 16</p>

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Neil B. Hall January 16, 2025

<p style="text-align: right;">Page 5</p> <p>1 THE VIDEOGRAPHER: Today is January 16th, 2 2025. The time is 10:00 a.m. and we are on the record. 3 THE REPORTER: Counsel, any stipulations? 4 MR. ULMER: By the Rules. 5 THE REPORTER: All right. Thank you. 6 For the record, my name is Mona Whitmarsh, 7 Texas CSR 3986. I am located in Clear Lake Shores, 8 Texas. 9 Mr. Hall, if you would please raise your 10 right hand. 11 NEIL B. HALL, 12 having been first duly sworn, testified as follows: 13 EXAMINATION 14 BY MR. ULMER: 15 Q Good morning, Dr. Hall. My name is Artis 16 Ulmer. I represent Axis Insurance Company. 17 How are you doing today? 18 A I'm fine. Thank you. 19 Q You're welcome. 20 Can I get you to state your full name for the 21 record, please? 22 A Neil Bradley Hall. 23 Q And your date of birth, sir? 24 A September 18, 1948. 25 Q What is your current address?</p>	<p style="text-align: right;">Page 7</p> <p>1 work." 2 Q Gotcha. 3 Okay. And how -- did you -- were you 4 suspended or did you just receive a fine? 5 A No. I just paid a fine. It was not 6 suspended. 7 Q Okay. All right. And your CV shows that you 8 have a bachelor's degree and a master's degree in 9 architecture. Do you have a degree in engineering? 10 A If I may, the -- it's a bachelor of science in 11 architecture and a bachelor of architecture, which is 12 called the first professional degree. It involves a 13 fifth year and a thesis, but it's not the master's 14 level. But in architecture it's called the first 15 professional degree. 16 I don't have a degree in engineering. My 17 architecture school was embedded in a school of 18 engineering. At the time we were a department, not a 19 school. So I had to take every engineering course the 20 civil engineers took with the exception of surveying. 21 When I graduated, we had just become, six 22 months earlier, the school of architecture. So because 23 I graduated from a school of architecture, I technically 24 did not graduate from a school of engineering, but I 25 took all of the civil engineering courses in the school</p>
<p style="text-align: right;">Page 6</p> <p>1 A I'm sorry. Business or home? 2 Q Business is fine. 3 A 1923 Corporate Square Boulevard, Suite B, as 4 in bravo, Slidell, Louisiana 70458. 5 Q All right. And what is your occupation? 6 A I am a consulting architect and engineer. 7 Q Are you licensed as an engineer in the state 8 of Texas? 9 A Both as an architect and an engineer, yes. 10 Q Okay. And how long have you been licensed as 11 an engineer in Texas? 12 A I have been licensed as an architect since 13 '78. As an engineer since '81. If you ask me Texas, I 14 would have to look it up. I think in each case it's 15 around 2000 -- between 2000, 2010. 16 Q Okay. And have you ever been subjected to 17 discipline by the Texas board of engineers? 18 A One time during COVID. I didn't get -- 19 because the website went down, I didn't renew my Texas 20 firm license in time. I signed out a report with my 21 Texas PE stamp, but it -- the letterhead wasn't valid 22 because it wasn't a Texas firm for that period of time. 23 I self-reported myself to the Texas PE board. 24 They fined me, I think, \$127, which was the lowest fine 25 possible, and told me "don't do that again; get back to</p>	<p style="text-align: right;">Page 8</p> <p>1 of engineering while I was in my undergraduate work. 2 Q What about any engineering certifications? Do 3 you have any? 4 A I am a licensed engineer in six states. 5 Q Okay. What about any seminars or anything 6 like that other than what you took in college? 7 A Oh, yeah. I mean, I have attended seminars. 8 I have taught at seminars. I am speaking in two weeks 9 at the windstorm conference in Dallas, if you are 10 coming. So, yeah, I mean, all that to me is icing on 11 the cake. We are required to take about 20 hours of 12 continued education every year to maintain our licenses. 13 I am an architect, an engineer, and a 14 landscape architect, so I have got to take about 60 15 hours of continuing ed every year. I don't -- every 16 time you take a continuing ed course, you learn 17 something new, but I don't -- I don't make a big deal 18 about that. 19 Q What about meteorology? Do you have any 20 degrees in meteorology? 21 A No, I don't have a degree in meteorology. 22 Under the Texas practice law for engineers, engineers 23 are allowed to use what's called natural and physical 24 science in the pursuit of their work so long as we don't 25 stray outside our area of expertise.</p>

2 (Pages 5 to 8)

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<p style="text-align: right;">Page 9</p> <p>1 The American Society of Civil Engineers under 2 their manual of practice program has a manual of 3 practice to understand and interpret weather radar, so 4 there is some aspects of meteorology I feel comfortable 5 working in. I do not forecast. 6 The forte of a meteorologist is putting 7 together all the pieces of the puzzle to forecast future 8 events. I limit myself to researching past events which 9 have been established by meteorological principles, 10 generally by government sources, and I use that -- I 11 assume that's meteorology, but it's not meteorology as 12 in the practice of meteorology by a professional 13 meteorologist. 14 Q What about any certifications in meteorology? 15 Do you have any of those? 16 A No. I have taken courses from the National 17 Weather Service. In fact, they have a course that I 18 took that's titled -- I am paraphrasing -- use of NEXRAD 19 radar for non-meteorologists. So even the National 20 Weather Service recognizes that non-meteorologists have 21 a need to use meteorological tools. It doesn't make us 22 a meteorologist. I am not a meteorologist. 23 Best way I can say it, Bob Dylan said, you 24 don't need to be a weatherman to know which way the wind 25 blows. So I can look at a weather report and tell you</p>	<p style="text-align: right;">Page 11</p> <p>1 practice state. Roof systems are kind of in the crack 2 between engineering and architecture. I have myself 3 covered because I am dual-licensed. 4 Q Okay. What about any experience constructing 5 a roof? Do you have any? 6 A I constructed roofs while in the military. I 7 put five years in the Army Corps of Engineers, 15 years 8 in the Navy Seabees. I supervised crews to put on 9 roofs. I did not have the hammer in my hand. You would 10 likely consider me more to be the Gucci general 11 contractor than the worker in the field with the roof. 12 But, yeah, I have designed, I have supervised, and I 13 have observed roof construction. 14 Q All right. But just a second ago, you said 15 you constructed roofs in the military? 16 A In the military. Since 1992 when I retired 17 from the military, I've observed roof construction, I 18 have repaired my own house, but I am not a roofing 19 contractor. 20 Q Okay. All right. And I believe you answered 21 this question already, but could you explain what you do 22 for a living? 23 A I'm always asked that question. If I go to a 24 conference -- an engineering conference and one guy is 25 saying he built a bridge across the river and the other</p>
<p style="text-align: right;">Page 10</p> <p>1 what the report says. I don't know how to put that 2 report together. 3 Q Gotcha. 4 Do you have any training or certifications in 5 roof construction? 6 A I'm sorry. In what, sir? 7 Q I'm sorry. Do you have any training or 8 certifications in roof construction? 9 A Not that I can hang on the wall. By virtue of 10 being an architect, I learned more in architecture 11 school in roof systems than engineers would learn about 12 roof systems. The engineers in their schooling learn 13 about the forces that keep the roof standing up. An 14 architect learns how to put it together. 15 When you go down to the buildings department 16 and -- whether it's a residential, commercial building, 17 you have a set of drawings. The A drawings is 18 architecture, the S drawings is structural, P is 19 plumbing, E is electrical. 20 The roof system is on the A drawings. It's 21 considered to be architecture. That's why it's 22 important I am dual-registered because Texas is not an 23 incidental practice state. In some states engineers can 24 practice architecture, architects can practice 25 engineering. Not Texas. Texas is not an incidental</p>	<p style="text-align: right;">Page 12</p> <p>1 guy is talking about building a hundred-story 2 skyscraper, I have to confess I climbed the roof with a 3 piece of chalk and circled hail hits. 4 That said, it still requires engineering 5 expertise. It's still important. What I do is forensic 6 engineering, which means something fell down, blew up, 7 burned to the ground. It's my job to go in and tell you 8 what happened, when it happened, why it happened, and so 9 far as how to fix it. 10 Q That makes sense. 11 All right. Could you tell me how you became 12 involved in this matter? 13 A Initially I received a communication from the 14 Chad Wilson Law Firm from the office of Jay -- Jay 15 Simon; likely an e-mail to my office intercepted by my 16 secretary who passed it on to me. That would have been 17 on April 27, 2023. 18 Q Okay. I am going to share my screen with you 19 and I am going to introduce this document as Exhibit A. 20 One second. 21 (EXHIBIT A WAS MARKED.) 22 Q You should be seeing a six-page designation of 23 expert witness by plaintiff. I will show you all six 24 pages for the record. 25 All right. And this is signed by attorney</p>

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<p>1 Simon here. And on Page 1 you are listed as the</p> <p>2 plaintiff's expert engineer. And essentially you have</p> <p>3 been designated as an expert to testify regarding the</p> <p>4 state of the plaintiff's property following the</p> <p>5 hailstorm and windstorm event and the amount of funds</p> <p>6 necessary to repair the property to its original</p> <p>7 condition.</p> <p>8 What was the property's original condition?</p> <p>9 A At the time of the storm, it was 14 to 16</p> <p>10 years old. The roof system had a modified bitumen cap</p> <p>11 sheet. It showed evidence of wear and tear. There was</p> <p>12 evidence of repairs, but repairs simply mean that you</p> <p>13 have an active maintenance program for repair.</p> <p>14 I don't have any report of roof leaks at the</p> <p>15 property until shortly after the date of loss, by which</p> <p>16 I inferred that the roof at some location started to</p> <p>17 leak as a result of the hailstorm on the date of loss.</p> <p>18 Q Okay. And how many reports have you prepared</p> <p>19 in connection with this matter?</p> <p>20 A I prepared one report and hopefully you</p> <p>21 received an errata sheet.</p> <p>22 Q Yes.</p> <p>23 A I quipped it wouldn't be a whole report</p> <p>24 without typo errors. I apologize for that. On the</p> <p>25 bottom of Page 2, there is a -- it's not a substantive</p>	<p>1 THE VIDEOGRAPHER: Okay. The time is</p> <p>2 10:13 a.m. and we are off the record.</p> <p>3 (OFF-THE-RECORD TECHNICAL DISCUSSION.)</p> <p>4 THE VIDEOGRAPHER: The time is 10:13 a.m.</p> <p>5 and we are back on the record.</p> <p>6 Q (BY MR. ULMER) All right. So I am showing you</p> <p>7 56 pages of your engineering report. It will be</p> <p>8 introduced as Exhibit B.</p> <p>9 A Yes, sir.</p> <p>10 Q And I am just going to go through all of the</p> <p>11 pages so that you will see that I am not introducing</p> <p>12 something else.</p> <p>13 (Counsel scrolling through Exhibit B.)</p> <p>14 All right. So this will be Exhibit B. And</p> <p>15 back to your errata sheet. Just to confirm, the only</p> <p>16 errors that we are talking about were just simply typos</p> <p>17 and you forgot, I guess, a part of the paragraph, but</p> <p>18 there is nothing substantive that changed regarding your</p> <p>19 opinion; is that correct?</p> <p>20 A That's correct.</p> <p>21 Sir, I have one change on the -- what you</p> <p>22 showed me as my report. Let me find where I can see it.</p> <p>23 Okay. In subsequent reports I have added it</p> <p>24 as a footnote to my report. If you go back to the</p> <p>25 attachment to the radar... Oh, you can stop right</p>
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<p>1 error, but it's a -- it's a pretty good-sized error.</p> <p>2 Apparently I did not complete my thought when I was</p> <p>3 drafting the report, and I completed it on the errata</p> <p>4 sheet. The other two locations I will blame on</p> <p>5 carpenter thumbs. I hit a 1 when I should have hit a 2.</p> <p>6 Q Right. And it's actually here on Page 56. I</p> <p>7 attached it to the end of your report. Is this the</p> <p>8 errata sheet you are talking about?</p> <p>9 A Yes, sir.</p> <p>10 Q Okay. I will go through the entire thing just</p> <p>11 to show you what I am introducing and it will be</p> <p>12 Exhibit B, the engineer report.</p> <p>13 (EXHIBIT B WAS MARKED.)</p> <p>14 THE REPORTER: Counsel, can I interrupt</p> <p>15 real quick? Mr. Ulmer, you are sounding kind of muddy</p> <p>16 to me like --</p> <p>17 Christian, are you -- are you hearing what</p> <p>18 I'm hearing where it's not super clear audio?</p> <p>19 THE WITNESS: A little. I was going to</p> <p>20 blame my speaker.</p> <p>21 THE REPORTER: Yeah.</p> <p>22 THE VIDEOGRAPHER: Do you want to go off</p> <p>23 the record for a second?</p> <p>24 THE REPORTER: Can we go off? I'd like to</p> <p>25 fix that before we go too much further.</p>	<p>1 there. What you will notice is you will see a bunch of</p> <p>2 Xs with white boxes. On my report that was sent out,</p> <p>3 those boxes are covered by boxes that I added which show</p> <p>4 the Maximum Estimated Size Hail.</p> <p>5 You will notice in the upper left corner, it</p> <p>6 says, number in box shows Maximum Estimated Size Hail.</p> <p>7 I started to notice years ago that different editions of</p> <p>8 Adobe pull up the information differently. And in cases</p> <p>9 such as this, my information was not pulling up on your</p> <p>10 screen. It was sent out with those -- that information.</p> <p>11 Somehow it did not show up for you with that</p> <p>12 information. My apologies.</p> <p>13 I have started to correct that in subsequent</p> <p>14 reports where what I do is I put a white box around the</p> <p>15 north arrow and then I say in my report, "if you don't</p> <p>16 see a white box around the north arrow, you are missing</p> <p>17 information; contact my office."</p> <p>18 This report was old enough -- it was before we</p> <p>19 discovered the problem. I don't know how you want me to</p> <p>20 deal with that. I could deal with that -- I am holding</p> <p>21 up the same page to show you what I am looking at, which</p> <p>22 is where I have superimposed those yellow boxes that</p> <p>23 have the Maximum Estimated -- Estimated Size Hail.</p> <p>24 If you want, I can stop and have my secretary</p> <p>25 resend it. I don't know how you want me to deal with</p>

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<p>1 that.</p> <p>2 Q Yeah. If you don't mind e-mailing that to me</p> <p>3 or having Jay e-mail that to me. We can go off the</p> <p>4 record and I will add whatever you send me to the back</p> <p>5 of this report as an addendum, and then we can enter it</p> <p>6 as the report which includes what you are about to send</p> <p>7 me.</p> <p>8 A Okay. Fine. If you allow me -- let me step</p> <p>9 aside to get that done in the front office and I will</p> <p>10 have that sent to both you gentleman.</p> <p>11 Q Okay.</p> <p>12 THE WITNESS: Mr. Simon, do you want me to</p> <p>13 send it through you?</p> <p>14 MR. SIMON: I don't know if you have his</p> <p>15 e-mail so why don't you send it to me and I will send it</p> <p>16 right over to him so that will --</p> <p>17 THE WITNESS: Fair enough.</p> <p>18 MR. SIMON: -- that will skip the step of</p> <p>19 you trying to figure that part out.</p> <p>20 THE VIDEOGRAPHER: Do you want to go off</p> <p>21 the record?</p> <p>22 MR. ULMER: Yes.</p> <p>23 MR. SIMON: Sure.</p> <p>24 THE VIDEOGRAPHER: The time is 10:18 a.m.</p> <p>25 and we are off the record.</p>	<p>1 Q A south direction, right?</p> <p>2 A That's correct.</p> <p>3 Q Right. And there is, I guess, a compass here</p> <p>4 indicating that the rear of the building is on the north</p> <p>5 side.</p> <p>6 A That's correct.</p> <p>7 Q All right. So this is a glass penthouse, I</p> <p>8 believe, right here? And this would be the southwest</p> <p>9 side; is that right?</p> <p>10 A Yes.</p> <p>11 Q And there is a -- not really a penthouse over</p> <p>12 here but some structure on the southeast side of the</p> <p>13 roof; is that right?</p> <p>14 A Yes.</p> <p>15 Q All right. And there is only one glass</p> <p>16 structure on the roof, right? Let me go to Page 8 here,</p> <p>17 photo number 3 of your report.</p> <p>18 A Yes. Meaning a glass wall under the roof;</p> <p>19 that's correct.</p> <p>20 Q Right. All right. And I have a better</p> <p>21 picture here as Exhibit C I will introduce.</p> <p>22 (EXHIBIT C WAS MARKED.)</p> <p>23 Q And I believe it's a penthouse -- I saw it</p> <p>24 referenced in someone's report -- but this glass</p> <p>25 structure or this glass wall under the roof like you</p>
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<p>1 (RECESS FROM 10:18 A.M. TO 10:42 A.M.)</p> <p>2 THE VIDEOGRAPHER: The time is 10:42 a.m.</p> <p>3 and we are back on the record.</p> <p>4 Q (BY MR. ULMER) Okay, Mr. Hall. Let me share</p> <p>5 my screen with you again. One second. All right. And</p> <p>6 just for clarity on the record, we have added five pages</p> <p>7 to Exhibit B; is that correct?</p> <p>8 A Yes.</p> <p>9 Q All right. And this is attached as Exhibit B,</p> <p>10 your expert report?</p> <p>11 A Yes, sir.</p> <p>12 Q All right. Give me one second.</p> <p>13 All right. So I want to go over the geology</p> <p>14 of the building. And I believe it's Page 7 of your</p> <p>15 report. Okay. Hold on one second.</p> <p>16 All right. So according to your report</p> <p>17 here -- and I am going to zoom in to picture number 1.</p> <p>18 Okay. This building -- the front of the building faces</p> <p>19 south; is that right?</p> <p>20 A Say it again. I'm sorry.</p> <p>21 Q The front of the building, which is right here</p> <p>22 where I am circling --</p> <p>23 A That's correct.</p> <p>24 Q -- it faces south.</p> <p>25 A Yes.</p>	<p>1 just said?</p> <p>2 A Right. Structures like that above the roof</p> <p>3 level we refer to as a penthouse.</p> <p>4 Q Okay. And this is going to be Exhibit C.</p> <p>5 All right. And could you walk me through your</p> <p>6 inspection?</p> <p>7 A I arrived at the building and I met Mr. --</p> <p>8 Mr. La, Tony La. He walked me briefly around the</p> <p>9 interior, allowed me into some rooms. And then I went</p> <p>10 up to the roof where I spent most of the time doing the</p> <p>11 investigation.</p> <p>12 It's a -- it's not a dead flat roof. It's</p> <p>13 what we call a flat roof, but it has a slope to it for</p> <p>14 drainage. But it's a flat roof with a modified bitumen</p> <p>15 cap sheet. I presume a two-ply modified bitumen system</p> <p>16 over some substrate. And it has a granule coating on</p> <p>17 it. And I looked at the roof system to show evidence of</p> <p>18 hail damage.</p> <p>19 Q Okay. Did you look at anything in particular</p> <p>20 before getting off the roof? I'm sorry. Before getting</p> <p>21 on the roof.</p> <p>22 A No. As I recall, I was taken into several</p> <p>23 units. Mr. La said that the tiles had been changed out.</p> <p>24 He identified that there were previous leaks sometime</p> <p>25 after the storm, which I later identified as being</p>

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<p style="text-align: right;">Page 21</p> <p>1 related to an area he claimed was repaired after the 2 storm on the back side or the north side of the roof. 3 Other than that, I concentrated on the roof covering and 4 not the interior. 5 Q Okay. And at what point did you decide there 6 was hail damage to the roof? 7 A When I noted -- well, the first indication was 8 when I noted hail -- when I decided there was hail 9 damage on the roof was when I did my investigation and 10 noticed what we call "hail strikes" in the asphalt 11 modified bitumen. 12 I consider a hail strike to be a mark the size 13 and shape of impacting hail that removes a sufficient 14 number of granules to expose the underlying membrane to 15 the effects of an ultraviolet radiation, which will 16 eventually lead, if not corrected, to shrinking, 17 cracking, and water penetration. 18 Q Okay. All right. Did you decide there was 19 hail damage before or after you chalked the three test 20 squares? 21 A I saw indications of hail damage before I 22 chalked the test squares. I confirmed the severity of 23 hail based on the number in the test square after I 24 chalked the test squares. 25 Q Okay. And why do you do a test square?</p>	<p style="text-align: right;">Page 23</p> <p>1 Are you going to replace a roof because there is one 2 hail strike within a test square? Likely not. If you 3 were going to -- if you were up to 19, I have found as 4 many as 20 -- 21 hail strikes within a test square, 5 that's a high enough degree of damage that you are 6 necessarily going to have to replace the roof system. 7 Q Okay. I'm -- give me one second. I am going 8 to share photo 1 from your report. It's attached 9 separately as Exhibit D. And I just want to confirm 10 what you just mentioned about the hail strikes that you 11 found. 12 (EXHIBIT D WAS MARKED.) 13 Q So here in your report it says in the 14 southeast corner, you found 19 hail strikes, which is 15 referenced in photos 8 through 13; is that right? 16 A That's correct. I -- just for the record, I 17 think the annotations were put on after I published that 18 photograph, but it has the correct information. 19 Q Oh, no. I added this right here. 20 A Okay, sir. 21 Q Yeah, yeah. This right here -- 19, 16, 21 22 hail strikes -- this is what I added. These are my 23 annotations. Okay. 24 All right. And there were 16 hail strikes in 25 this area here which is opposite this south parapet?</p>
<p style="text-align: right;">Page 22</p> <p>1 A It gives you an indication of the frequency of 2 damage on the roof. Example: I found 19 hail strikes 3 in one test square. That's -- a test square is a 4 hundred square feet, usually -- usually 10 by 10. 5 Sometimes if you are on a sloped roof, you have to come 6 up with a discombobulated shape, but on a flat roof, 7 it's usually a square, 10 by 10. 8 19 hail strikes is well above the consensus 9 for replacing the system. There is argument when you 10 get down to five to ten, you get five adjusters in the 11 room, each one is going to argue differently about is 12 that the threshold to replace the roof. When you are up 13 to 19 hits in a test square, I don't know anybody in 14 this industry who argues against replacing the roof 15 system. 16 Q And why does the frequency within a test 17 square matter? 18 A Well, for that reason. If -- one, it might 19 help you confirm the event. If you had an event -- if 20 you are looking at a date of loss which had very light 21 frequency of hail descending, you wouldn't expect to see 22 a heavy frequency of hail strikes on the roof itself. 23 That's one thing. 24 More importantly, it gives you a rule of thumb 25 to determine when you want to actually replace the roof.</p>	<p style="text-align: right;">Page 24</p> <p>1 A I am looking at both my Page 4 and also my -- 2 the captions on my photographs. I called 11 hail 3 strikes in that area. 4 Q All right. One second. Let's see here. 5 A Last paragraph, Page 4 of my report. 6 Q Okay. You are right. That's a mistake. So 7 it's 11, not 16. 8 All right. And here in the southwest corner 9 over by the penthouse, the glass penthouse, there were 10 21 hail strikes referenced in photos 23 through 27 of 11 your report; is that right? 12 A That's correct. 13 Q All right. 14 A Well -- 15 Q I'm sorry. Go ahead. 16 A No. You're right. You're right. I called it 17 the southwest corner. It's as close as you could get to 18 the southwest corner on the flat roof because the 19 penthouse is actually at the southwest corner. 20 Q Okay. And I am actually going to get to that 21 point in a second. Give me one minute. 22 All right. So let's talk about each of these 23 sections. So on the southeast corner, you counted 19 24 hail strikes right here, right? 25 A Yes.</p>

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<p style="text-align: right;">Page 25</p> <p>1 Q All right. Let me introduce Exhibit E. 2 (EXHIBIT E WAS MARKED.) 3 Q And this is Exhibit E, photo 8 from your 4 report? 5 A Yes. 6 Q All right. Now, because this glass penthouse 7 is depicted, wouldn't this be the southwest side and not 8 necessarily the southeast side? 9 A Let me check. You may be right. Let me take 10 a look. 11 (Witness reviewing document.) 12 Looking quickly through my report, I believe 13 you are correct. 14 (EXHIBIT F WAS MARKED.) 15 Q Okay. All right. And I am going to show you 16 Exhibit F, which is photo number 23 from your report, 17 which is the other side of the glass penthouse where you 18 found, what was it, 21 hail strikes. And, again, this 19 is not necessarily the southwest corner, but it's dead 20 center, I guess, the west side of the roof, right? 21 A Yeah. It's the southwest corner of the flat 22 roof. It's not the southwest corner of the building. 23 Q Gotcha. Understood. 24 All right. And Exhibit G here -- one second. 25 (EXHIBIT G WAS MARKED.)</p>	<p style="text-align: right;">Page 27</p> <p>1 squares. 2 Q Right, right. 3 So there are several blue circles and these 4 are the circles that you drew, right, or you circled? 5 A Yes. What -- those aren't circles. What you 6 are looking at are the four corners of the test square. 7 They look like little Ls. That's the corner of the test 8 square. 9 Q Right. I do see that, but what about here and 10 here and here (indicating)? Are these blue circles or 11 what is that? 12 A Yeah. I am looking -- I'm looking at my hard 13 copy photo. Those blue circles are the locations of the 14 hail strikes. 15 Q Okay. 16 A So I did take the picture after -- after I 17 marked the hail strikes. 18 Q Okay. And that kind of answers my question 19 because my question was, what do the blue circles 20 signify? And your answer is what again? 21 A They show the locations of the hail strikes as 22 depicted in photos 17, 18, 19, 20, 21, 22. 23 Q Okay. And below the blue markings, there is 24 this dark area along the roof here. What does that 25 signify?</p>
<p style="text-align: right;">Page 26</p> <p>1 Q And these are the remaining 11 hail strikes 2 south of the parapet, right? 3 A That's correct. 4 Q All right. So because we agree that photo 8 5 is the southwest side and not the southeast side, would 6 you agree that there are no test squares on the east 7 side of the roof? 8 A Yes. 9 Q Okay. And do you agree that there are no test 10 squares on the north side of the roof? 11 A Correct. 12 Q And do you agree that there are no test 13 squares in the center of the roof? 14 A Correct. 15 Q So let's talk about these 11 hail strikes 16 south of the parapet. In this photo there are several 17 blue circles. I'm not sure if you can make it out. I 18 think it's better in your report. Let me go to your 19 report, photo number 16. 20 It's a little better. Are you able to make 21 that out? 22 A Yes. It looks like I may have taken this 23 photo before I marked the test squares but that's -- 24 Q Yes. 25 A -- the location where I marked the test</p>	<p style="text-align: right;">Page 28</p> <p>1 A That's an area of granule loss unrelated to 2 the hail strike. 3 Q Okay. So would that be considered wear and 4 tear or deterioration? 5 A It's likely wear -- 6 MR. SIMON: Objection, form. 7 A -- and tear. 8 THE WITNESS: I'm sorry. I spoke over 9 you. 10 MR. SIMON: Go ahead. I just objected to 11 the form. 12 THE WITNESS: Oh. 13 A It's wear and tear over a period of time. 14 Likely there is a small rise there at the overlap and it 15 just allowed enough of an elevation difference for 16 wind -- wind crossing that location to remove the 17 granules. 18 Q Okay. And earlier you testified that the 19 absence of granules could lead to water penetration; is 20 that right? 21 A Yes. 22 Q Okay. All right. One second. All right. 23 And according to your report, you found no 24 hail strikes on the metal vent hoods or the metal 25 parapet covers; is that right?</p>

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<p>1 A That's correct.</p> <p>2 Q Okay. And in photo 8 -- let me pull it up one</p> <p>3 second.</p> <p>4 All right. So here in photo 8, the 19 hail</p> <p>5 strikes that you observed, these are directly next to</p> <p>6 the parapet, right?</p> <p>7 A Yes.</p> <p>8 Q All right. So how is it possible that you</p> <p>9 have 19 hail strikes here, but nothing on the metal</p> <p>10 parapet cover?</p> <p>11 A Well, the parapet cover is heavy-gauge metal;</p> <p>12 whereas, the modified bit is a 14- to 16-year-old roof</p> <p>13 system. It's more susceptible to hail strikes.</p> <p>14 Q Okay. Could you explain what a modified</p> <p>15 bitumen roof is and what it consists of?</p> <p>16 A Generally, it consists of a two-ply system; a</p> <p>17 base sheet and a cap sheet. The system itself is</p> <p>18 typically a -- some type of mat, which may be a</p> <p>19 fiberglass mat or another product, impregnated with</p> <p>20 asphalt or bitumen. And then on top of the cap sheet,</p> <p>21 you imbed granules into the bitumen on the top of the</p> <p>22 cap sheet.</p> <p>23 Q Okay. And how is it that hail could penetrate</p> <p>24 a bitumen roof but it couldn't penetrate a metal cap</p> <p>25 sheet?</p>	<p>1 me a second.</p> <p>2 The 21 hail strikes that you observed in the</p> <p>3 southwest corner of the roof is also directly next to</p> <p>4 the metal parapet cover, correct?</p> <p>5 A Correct.</p> <p>6 Q And, again, there is no metal -- there is no</p> <p>7 damage from hail to the metal parapet cover; is that</p> <p>8 right?</p> <p>9 A That's correct.</p> <p>10 Q Okay. All right. And photos 31 through 36,</p> <p>11 give me -- let me pull those up. One second. You also</p> <p>12 point out what you believe to be hail damage to the HVAC</p> <p>13 fins; is that right?</p> <p>14 A Yes.</p> <p>15 Q But would you agree that there is no hail</p> <p>16 spatter on the actual HVAC system?</p> <p>17 A I didn't find any, but I don't -- I don't</p> <p>18 consider spatter to be a smoking gun whether hail</p> <p>19 occurred. In the first place, if you think of your</p> <p>20 kitchen, it's hard to clean your countertop using a dry</p> <p>21 sponge.</p> <p>22 So if the hail fell outside of a period of</p> <p>23 liquid precipitation, it's what we call dry hail instead</p> <p>24 of wet hail. The dry hail will leave an impression, but</p> <p>25 it's not going to leave a splatter mark.</p>
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<p>1 A Well, it didn't penetrate the roof. It</p> <p>2 removed the granules. The granules are sitting on top</p> <p>3 of the bitumen. And just a matter of friction, when the</p> <p>4 hailstone hits, the impact is going to remove those</p> <p>5 granules. It doesn't mean you are going to have a</p> <p>6 fracture. It may mean you have a fracture.</p> <p>7 Typically, if you have a fracture, it's going</p> <p>8 to be on the underside of the system because fractures</p> <p>9 occur due to tensile -- tensile movement. So as the mat</p> <p>10 pushes down, it will crack at the bottom. You can't see</p> <p>11 it. So that's one reason when I look for granule --</p> <p>12 when I look for hail damage, I go by the granule loss.</p> <p>13 I can see the granule loss. Granule loss of itself is a</p> <p>14 sufficient mode of damage.</p> <p>15 This is even pointed out in the RICOWI report</p> <p>16 that EFI used in their report. There is two times of</p> <p>17 damage. There is fracture of the mat, which typically</p> <p>18 you have to see by looking underneath -- that's said in</p> <p>19 the RICOWI report -- or granule loss, which you can see</p> <p>20 from above. That's pointed out in the RICOWI report.</p> <p>21 Q Okay.</p> <p>22 THE WITNESS: If I may, for the court</p> <p>23 reporter, RICOWI is R-i-c-o-w-i.</p> <p>24 Q All right. And, likewise, in photo</p> <p>25 number 3 -- let me pull it up. Sorry. Photo 23. Give</p>	<p>1 Q And you used the word "splatter" versus</p> <p>2 "spatter." Is there a difference?</p> <p>3 A Yeah. I'm probably the odd man out. Most</p> <p>4 people in the industry say "spatter." But if you get</p> <p>5 into forensics, and especially criminology, spatter is</p> <p>6 that blood that's on the wall when Robert De Niro is</p> <p>7 done with his contract job. Spatter is like if you take</p> <p>8 a paint brush and flick it, what flies off is spatter.</p> <p>9 Splatter is when you take a slushy snowball and throw it</p> <p>10 against the wall.</p> <p>11 There is no official definition. I have seen</p> <p>12 some engineers call it burnish marks. I've seen some</p> <p>13 call it cleaning marks. Some say spatter. Just trying</p> <p>14 to be precise as to the causation, I call it splatter.</p> <p>15 Q Sounds good. Understood. Give me one second.</p> <p>16 All right. So when the insurer filed its</p> <p>17 claim, there was a reported date of loss of August 10,</p> <p>18 2022; is that right?</p> <p>19 A Yes.</p> <p>20 Q All right. But according to your report, you</p> <p>21 found that hail falling on August 10, 2022, did not</p> <p>22 impact the building; isn't that right?</p> <p>23 A That's correct.</p> <p>24 Q All right. And why do you disagree with the</p> <p>25 insured?</p>

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<p style="text-align: right;">Page 33</p> <p>1 MR. SIMON: Objection, form.</p> <p>2 A Oh, I don't know that I do. Typically, when I</p> <p>3 receive information, which is typically from a claim</p> <p>4 file, there is a reported date of loss. That might be</p> <p>5 the date the claim was called in. That might be the</p> <p>6 date when somebody told the owner there was a storm.</p> <p>7 That might be the date when the owner in his own mind</p> <p>8 thinks there was a storm.</p> <p>9 But unless he eyewitnessed the storm, that</p> <p>10 date is just a starting point for the analysis. I don't</p> <p>11 use that as a done deal. I still have to research that</p> <p>12 date of loss. And when I researched that date of loss,</p> <p>13 there was no hailstorm on August 2022 that could have</p> <p>14 caused the damage, but there was a hailstorm on</p> <p>15 March 22, only several months prior, which would explain</p> <p>16 all the damage I saw on the roof.</p> <p>17 And since that storm wasn't after the date the</p> <p>18 claim was filed but before the date was -- the claim was</p> <p>19 filed, it seemed logical March 22, 2022, was the actual</p> <p>20 date of loss.</p> <p>21 Q Also in your report you mentioned that -- or</p> <p>22 you are of the opinion that hail falling on July 12th,</p> <p>23 2022, did not impact the building; is that right?</p> <p>24 A I apologize. I was looking down when you were</p> <p>25 talking. I didn't hear you fully.</p>	<p style="text-align: right;">Page 35</p> <p>1 single half-inch hailstone, all the hail activity was</p> <p>2 occurring north of the property. The surface wind was</p> <p>3 moving southeast. So maybe as it fell to the north,</p> <p>4 that southeast wind brought it to the building.</p> <p>5 But I don't know what happened between where</p> <p>6 radar encountered it -- 1,000 to 10,000 feet up -- down</p> <p>7 to that surface reading, which is 33 feet aboveground so</p> <p>8 I can't promise you that the wind advection, which is</p> <p>9 the wind shear, the wind movement -- I can't promise you</p> <p>10 it routinely drove the hail towards the site.</p> <p>11 Most of the way down, it might have drove the</p> <p>12 hail away from the site and only at ground level did it</p> <p>13 come back moving towards the southeast. So not having a</p> <p>14 full understanding of how the hail was transported to</p> <p>15 the ground, I am less confident that it hit the building</p> <p>16 than if I used March 22, 2022, because that hail swath</p> <p>17 shows the hail activity was north, south, east, west on</p> <p>18 all sides of the building.</p> <p>19 So no matter which way the wind blew the hail,</p> <p>20 the hail was going to hit the building on March 22,</p> <p>21 2022; whereas, I couldn't be as positive with March 17,</p> <p>22 2021.</p> <p>23 Q All right. But it's still true that you were</p> <p>24 unable to exclude March 17, 2021, as a possible date of</p> <p>25 hail damage?</p>
<p style="text-align: right;">Page 34</p> <p>1 Q Sure. Sorry about that.</p> <p>2 I said also in your report, you are of the</p> <p>3 opinion that hail falling on July 12th, 2022, did not</p> <p>4 impact the building; is that right?</p> <p>5 A That's correct. That's correct.</p> <p>6 Q Okay. You also state that -- and you just</p> <p>7 mentioned this, but you also state that the actual date</p> <p>8 of loss was March 22nd, 2022, and it did impact the</p> <p>9 building; is that right?</p> <p>10 A That's correct.</p> <p>11 Q Okay. And you are also of the opinion that</p> <p>12 hail falling on March 17, 2021, may have impacted the</p> <p>13 building; is that right?</p> <p>14 A It may. I have less confidence that's the</p> <p>15 actual date based on review of the weather data. There</p> <p>16 is a possibility, but a lower probability.</p> <p>17 Q Okay. But it's still possible, right?</p> <p>18 A It's possible, but when -- in reviewing all</p> <p>19 the facts I had in front of me, I gave less credence to</p> <p>20 that date and concluded March 22, 2022.</p> <p>21 Q Okay. Why weren't you able to exclude the</p> <p>22 possibility of hail falling on March 17, 2021, impacting</p> <p>23 the building?</p> <p>24 A Because although the hail swath on the hail</p> <p>25 map showed all the hail activity, with exception of a</p>	<p style="text-align: right;">Page 36</p> <p>1 A Well, that's -- that's correct --</p> <p>2 MR. SIMON: Objection, form.</p> <p>3 A -- because I -- I'm sorry. I am being totally</p> <p>4 transparent. I don't have enough facts to say it hit</p> <p>5 the building. I don't have enough facts to say it</p> <p>6 didn't hit the building. But with the facts I have, I</p> <p>7 believe it's far less likely that it hit the building</p> <p>8 than March 22, 2022.</p> <p>9 Q Understood.</p> <p>10 But according to your report, you state that</p> <p>11 you couldn't exclude the possibility of May [sic] 17,</p> <p>12 2021, because you didn't include a vertical wind shear</p> <p>13 analysis to make that determination, right?</p> <p>14 A Right. And that's what -- just what I've</p> <p>15 described. The wind shear analysis was the direction</p> <p>16 that the hail is taking as it falls to the ground. I</p> <p>17 only know two things. I know the wind speed, which is</p> <p>18 measured where the hail was measured by the radar, and I</p> <p>19 know the ground speed at 33 feet above elevation where</p> <p>20 it was measured at the nearest airport.</p> <p>21 In between those two locations, there is</p> <p>22 plenty of room for the hail to move north, south, east,</p> <p>23 west at what speed on the way down. I don't know that.</p> <p>24 That's not important when the hail swath covers the</p> <p>25 entire area above the building because no matter how the</p>

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<p>1 hail falls, it's going to hit the building. It does 2 become important when the swath is directionally on one 3 side of the building and I am trying to confirm if it -- 4 if the wind blew it towards the building. I don't have 5 enough information to say that. 6 So I am very, very confident about the 7 March -- whoop -- very, very confident about March 22, 8 2022. I am less confident about July 12th, 2000- -- I'm 9 sorry. Less confident about March 17, 2021, although I 10 keep the door open should somebody provide me with 11 additional information. 12 That additional information would be in the 13 form of what's called a hodograph. A hodograph is what 14 the meteorologists use to make that determination about 15 wind shear at different levels. That's determined by 16 sending up weather balloons. Those weather balloons are 17 typically sent up 6:00 a.m. and 6:00 p.m. They are not 18 sent up in the middle of a storm. So even if I had that 19 information, it may not precisely tell me what happened 20 at the storm location. 21 That said, I don't have a hodograph because 22 none have been produced, so it's a missing bit of 23 information. I don't think it matters, but I pointed 24 out in my report that that information was missing and 25 if somehow that information is disclosed I would like to</p>	<p>1 which is civil litigation, it's "more likely than not." 2 We -- we generally say that that means you are at least 3 50 percent sure. And you will see in my hail maps, if 4 the hail algorithm was less than 50 percent sure, I 5 didn't consider it my analysis because I have got to be 6 more than 50 percent sure. 7 I am more than 50 percent sure that the hail 8 occurred on March 22, 2022. I am less than 50 percent 9 sure it occurred on March 17, 2021. Using that 10 threshold of "more likely than not," I have not 11 considered March 17, 2021, pending any information from 12 anybody else which might cause me to change my mind. 13 Q All right. And I understand that, but at the 14 end of the day, you did not rule out March 17, '21, 15 correct? 16 A Yeah. I -- 17 MR. SIMON: Objection, form. 18 A I think I've beat my caveats to death, so I 19 will just agree with you. But yes, for all the reasons 20 that I have explained. 21 Q Okay. So it's possible that hail impact from 22 March 17, 2021, impacted the building because you could 23 not rule out that date, right? 24 MR. SIMON: Objection, form; asked and 25 answered. Becoming argumentative at this juncture.</p>
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<p>1 consider it in terms of my date of loss. 2 Q Okay. So if I am understanding you correctly, 3 you are unable to conduct the wind shear analysis 4 because that's something within the province of 5 meteorology? Is that what you are saying? 6 A No. What's in the province of meteorology is 7 the practice of sending up the balloons and making that 8 report. Once they have that report and on a piece of 9 paper it says the wind was coming from this azimuth, 10 from -- it was coming from south to north at 25 miles an 11 hour -- once the meteorologist establishes that, that's 12 a known fact that I can use to do my analysis as to 13 where the hail fell. But since the meteorologists 14 haven't produced that fact for me to use, I can't 15 complete my analysis. 16 Q I understand. 17 But at the end of the day, because March -- 18 I'm sorry -- May 17, 2021, cannot be ruled out, it's 19 still a possibility that hail impact from March 17 -- I 20 keep saying March; sorry -- May 17, 2021 impacted the 21 building, right? 22 A Well -- 23 MR. SIMON: Objection, form. 24 A Let me put it this way: Unlike a criminal 25 case, which is "beyond a reasonable doubt," in my world,</p>	<p>1 A Possible, but less probable to the point that 2 it's less than 50 percent probable that it occurred. 3 Q Okay. So let's talk about the March 22nd, 4 2022, date. Why are you so certain that hail from this 5 date was the actual date of loss? 6 A Part of it is process of elimination. I 7 vetted all the hailstorms back for two years from the 8 date of loss. I took four dates of loss that I reviewed 9 in detail. Not only did I use an algorithmic hail 10 report -- I used HailStrike; EFI used CoreLogic. But 11 EFI stopped with their algorithmic report. 12 I fact-checked with the National Weather 13 Service the algorithmic report in terms of looking for 14 eyewitness accounts in the storm events database, a 15 citizen volunteer database, and I looked at the radar 16 data at the Severe Weather Data Inventory. 17 I mapped that information on Google Earth. 18 You can do that by directly downloading the information 19 on the website with what's called a KMZ file. When you 20 download with a KMZ file, it takes the latitude and 21 longitude embedded in the file and it automatically 22 populates your Google Earth map. So when you see my 23 maps showing those locations, those are the exact 24 locations that the SWDI radar said the hail occurred 25 when it was encountered by radar.</p>

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<p style="text-align: right;">Page 41</p> <p>1 So I can use that information to make a 2 determination based on the location of the hail, based 3 on looking at the storm speed and direction, ground 4 speed and direction, and the Maximum Estimated Size of 5 Hail. All that, compared to the ground data I found in 6 the field, I can determine which of those hailstorms was 7 the best fit. 8 Is it a perfect fit? It's never a perfect 9 fit, but it's the best fit with all the information I 10 have and makes me more than 50 percent likely it's what 11 occurred. 12 Q Okay. Let me show you a report. One second. 13 So according to your report here, your 14 March 22, 2022, date of loss was based on the data you 15 received from HailStrike; is that right? 16 A No, no, no. At the very beginning of the 17 analysis, I am using HailStrike as a screening device to 18 help me sift through what could be hundreds of storms to 19 pick out the ones that I want to do further analysis on. 20 I also use any eyewitness reports independent of 21 HailStrike to add to that database. 22 Once I have come up with candidate storms, I 23 then take those candidate storms and do a detailed 24 analysis using government source data, which is totally 25 divorced from HailStrike. And, in fact, on occasion I</p>	<p style="text-align: right;">Page 43</p> <p>1 your initial inquiry was based on that data coming from 2 HailStrike, right? 3 A Yeah. My -- my initial inquiry was based on 4 HailStrike. Along the way I am fact-checking. When I 5 fact-check the eyewitness account, it was a dead end. 6 There were no eyewitness accounts. So I move on to the 7 Severe Weather Data Inventory, which is my next stop. 8 Q Right. And isn't it true that HailStrike is a 9 commercial weather company that reports hail activity by 10 analyzing radar data from the National Weather Service? 11 A That's correct. 12 Q All right. So HailStrike basically does the 13 same thing that you are going to do in your next step, 14 right? 15 A Not -- not really. HailStrike, CoreLogic, all 16 these companies, they kind of AI -- or by machine 17 learning pull data out of the National Weather Service 18 database. They will report the maximum hail size and 19 its distance from the building. That's not enough for 20 me. 21 Because if somebody says, oh, there was 2-inch 22 hail 1 mile from the property -- example: 2-inch hail 23 is pretty heavy hail. It's not going to be as affected 24 by wind advection as smaller hail. Why? Because of the 25 drag coefficient and because of its mass, it's not going</p>
<p style="text-align: right;">Page 42</p> <p>1 have found I don't believe HailStrike's algorithm 2 because I am staring at something different than the 3 government database. 4 Q Okay. But let me go up here one second to the 5 eyewitness report section. And according to your 6 report, there is no eyewitness report regarding 7 March 22nd, 2022, right? 8 A That's correct. And as I say in the report, 9 yes, I do. Eyewitness accounts only tell part of the 10 story. If a weather event was not witnessed or not 11 reported after being witnessed, it would not appear in 12 the database. 13 It's a case of if a tree fell in the forest 14 and nobody heard, did the tree fall? Of course it fell. 15 Nobody heard it; nobody said they heard it. So you can 16 have a hailstorm and nobody saw the hailstones on the 17 ground or nobody reported those hailstones they saw on 18 the ground. 19 So if you have hailstones, that's positive 20 reinforcement there was a hailstorm. If you don't have 21 hailstones reported on the ground, that doesn't mean it 22 didn't occur. It's a case of the absence of evidence 23 isn't evidence of absence. 24 Q All right. I understand that, but because 25 there are no eyewitness reports for March 22nd, 2022,</p>	<p style="text-align: right;">Page 44</p> <p>1 to be bullied by that wind as easy as small hail. So 2 large hail tends to fall straight down. 3 But, more importantly, where is the storm 4 moving? Where is the wind blowing? If HailStrike or 5 CoreLogic say the hail was 1 mile from the property or 2 6 miles from the property and the weather data -- I am 7 looking now at the storm speed and I am looking at 8 ground observations at the airports, which is not 9 incorporated in these other reports. 10 If the wind is pushing away from the building, 11 that hail at altitude is going to fall away from the 12 building. If -- if the wind is pushing towards the 13 building, that hail as it falls down is going to be 14 pushed towards the building. 15 So as a result, what the algorithmic report 16 tells you isn't a complete analysis. It's a factoid. 17 It's something I want to use, but I have got to be 18 smarter than the algorithm before I reach my 19 conclusions. 20 Q But you mentioned that after you receive the 21 HailStrike data, you then go onto the National Weather 22 Service to look at additional data, right? 23 A That's correct. 24 Q Right. So my question -- previous question 25 was because HailStrike uses radar data from the National</p>

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<p style="text-align: right;">Page 45</p> <p>1 Weather Service, they are essentially doing the same 2 thing that you are doing, even though you may do more. 3 A Well, I can't be sure. The reason is 4 HailStrike, CoreLogic use algorithms. They take that 5 raw data -- the same raw data I can find, but they run 6 it through their algorithm. Their algorithms are 7 proprietary, meaning they are black boxed. You don't 8 know -- I don't know exactly what those algorithms say; 9 what are the decision rules in those algorithms. 10 I attended a conference in Colorado a few 11 years back where CoreLogic meteorologists said part of 12 their algorithm involved -- if there were no eyewitness 13 reports within a certain number of miles, they 14 discounted the radar data. So that's their approach. 15 By the way, CoreLogic is now on their third 16 algorithm so what I just told you might have been their 17 second algorithm. I don't know what's in their third 18 algorithm. 19 HailStrike, I -- because I use HailStrike, I 20 have called up and spoken to their tech rep several 21 times trying to get in their brains about their 22 algorithm. They will share a little bit. They told me 23 their understanding of why they use the word 24 "intensity," but they don't give me a detailed analysis 25 of their black box algorithm.</p>	<p style="text-align: right;">Page 47</p> <p>1 Because I've found over the years by using different 2 systems HailStrike errs in favor of more storms than I 3 am going to believe occurred. So if I am using 4 HailStrike, I have the opportunity to make the decision 5 what storms I want to use. 6 If I use CoreLogic, there might have been a 7 storm I wanted to use but didn't because their net -- 8 their net has -- is so large the big fish are slipping 9 out through the gill net. 10 HailStrike has, in my opinion, the best 11 algorithm to capture hailstorms and give me a head start 12 in my analysis. 13 Q All right. Isn't it also true that due to 14 environmental factors, such as wind shear, the size and 15 location of a hailstorm is not guaranteed? 16 A Oh, sure. That's why it's called estimated 17 maximum size hail. The algorithm can't be a hundred 18 percent sure. Eyewitness accounts aren't a hundred 19 percent sure. You can go both ways. 20 You can have people who pick up 1-inch hail 21 that get on social media and want bragging rights and 22 say it's 2-inch hail. On the other hand, you could have 23 well-meaning people who pick up hail after it's been 24 laying on the ground for an hour and it's melted to half 25 its size, and they are reporting 1-inch hail when, in</p>
<p style="text-align: right;">Page 46</p> <p>1 So although I use HailStrike as the starting 2 point -- I'll tell you, I paid 50 bucks for a report I 3 don't fully trust. EFI, when they got their CoreLogic 4 report, shouldn't have fully trusted it. It's a data 5 point with questions to be answered, and you answer 6 those questions by fact-checking the government sources 7 for yourself. 8 Q Well, if you don't fully trust HailStrike, why 9 even use it in the first place? Why not just go 10 directly to the government sources? 11 A Because if I went to the government sources 12 directly, the way it's organized, I would have to click 13 on individual hailstorms over the course of two to five 14 years. And most of them are going to tell me -- I have 15 done this. Most of them are going to tell me half-inch 16 hail, which likely melted on the way to the ground; move 17 on to the next hailstorm. 18 It's -- it's a -- the government source is 19 throwing out a large net and bringing in all the fish; 20 whereas, I am concerned with the big fish. I don't want 21 the little fish that slip out through the gill net. I 22 want the big fish that I want to capture. I don't want 23 to capture all the fish. The HailStrike algorithm 24 allows me to capture the big fish. 25 Why do I use HailStrike instead of CoreLogic?</p>	<p style="text-align: right;">Page 48</p> <p>1 fact, it was 2-inch hail. So even eyewitness reports -- 2 everything in my business, every fact you receive, you 3 have to use critical thinking to determine its validity. 4 One of the things they taught me in the 5 military when we did interrogations is you make a 6 matrix, a matrix of the informant and the information. 7 You have got good and bad information. You have good 8 and bad informants. You have a matrix. 9 If you have good information with a good 10 informant -- if I have an eyewitness account and it's 11 provided by a National Weather Service employee 12 according to the database, that's good information and a 13 good informant. If I have information which is on 14 Facebook and there is no photograph to verify it, that 15 might be good information, but I question the informant. 16 So you have this matrix that you go through 17 every time you look at every fact to try to help you 18 decide is the information good or bad? Is the informant 19 good or bad? That's a process I tend to use. 20 Q Okay. So if the size and location of 21 hailstones isn't guaranteed due to environmental 22 factors, how are you able to determine that -- one 23 second. Let me share my screen. All right. 24 A Huh. 25 Q All right. So this is the March 22, 2022,</p>

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<p style="text-align: right;">Page 49</p> <p>1 Google map. And it looks like there is an</p> <p>2 inch-and-a-quarter size hail that you indicate fell at</p> <p>3 the property; is that right?</p> <p>4 A Yes.</p> <p>5 Q So how will you determine -- how are you sure</p> <p>6 that an inch-and-a-quarter is the correct size if size</p> <p>7 is not guaranteed through -- due to environmental</p> <p>8 conditions?</p> <p>9 MR. SIMON: Objection to form.</p> <p>10 A Well, for one, what my map shows are the</p> <p>11 discrete locations of return signals from the NEXRAD</p> <p>12 radar. They sent out the micro of energy. It bounces</p> <p>13 off a signal. It bounces back. If the algorithm isn't</p> <p>14 sure if it's a large raindrop or if it's hail, it will</p> <p>15 have less than 50 percent probability. I don't use</p> <p>16 that.</p> <p>17 The ones you see in white are less than</p> <p>18 50 percent probability. So I provided that information,</p> <p>19 but that's -- that's not to be sure. The ones in yellow</p> <p>20 are greater than 50 percent probability. Now, the hail</p> <p>21 swath encompasses the entire area where the hail was</p> <p>22 detected. So in between those discrete locations, there</p> <p>23 is also hail fall. Okay?</p> <p>24 You can see that best on a reflectivity map,</p> <p>25 which uses color, which colors out that entire page.</p>	<p style="text-align: right;">Page 51</p> <p>1 Q All right. So it could have been smaller?</p> <p>2 A Could have been smaller; could have been</p> <p>3 larger. There is other issues involved in how the</p> <p>4 signal returns. There is calibration of the</p> <p>5 instrumentation itself. 1.25-inch is probably in the</p> <p>6 center of the bell curve of probability for the hail at</p> <p>7 that location. It's called the estimated maximum size,</p> <p>8 but it's the most likely size based on the algorithm.</p> <p>9 Q All right. And also the location is not</p> <p>10 guaranteed. So this 1.25-inch may not even necessarily</p> <p>11 be right here; isn't that right?</p> <p>12 A Well, the location is guaranteed in terms of</p> <p>13 when it was encountered at altitude. There is no</p> <p>14 guarantee that's the location when it hit the ground.</p> <p>15 Q Right. Because of environmental factors such</p> <p>16 as wind?</p> <p>17 A That's correct.</p> <p>18 Q Okay. All right. And this is on Page 60 of</p> <p>19 your report for the record.</p> <p>20 A Yes.</p> <p>21 Q All right. And while we are talking about</p> <p>22 these hail maps, I just wanted to get clarity. In your</p> <p>23 report you mentioned that you downloaded the weather</p> <p>24 data and you overlaid said data on the Google images --</p> <p>25 Google Earth images. So these Google Earth images which</p>
<p style="text-align: right;">Page 50</p> <p>1 That entire page would be within the hail swath. So I</p> <p>2 have within a 2-mile radius 1.25-inch hail. Will there</p> <p>3 be some melt on the way to the ground? Likely, because</p> <p>4 the radar is hitting above the freeze line.</p> <p>5 Once it hits the freeze line, it's going to</p> <p>6 melt slightly on the way to the ground. Maybe it was</p> <p>7 1-inch. Maybe it was 1-and-an-eighth-inch. So no</p> <p>8 guarantee it was 1-and-a-quarter-inch. So you want to</p> <p>9 compare that size to the size of the marks you are</p> <p>10 seeing on the roof itself. I am not seeing 2- to 3-inch</p> <p>11 marks. I am not seeing dents in the metal.</p> <p>12 So I know -- example: If there had have been</p> <p>13 a hailstorm with 3-inch on the radar, that might be bad</p> <p>14 information because it doesn't match what I am finding</p> <p>15 in the field, but here I have hail of 1- to a</p> <p>16 quarter-inch diameter probably melting to no smaller</p> <p>17 than 1-inch diameter.</p> <p>18 1-inch diameter is about the size of the hail</p> <p>19 strikes I found on the roof. So I have correlation</p> <p>20 between what the radar found and what I found on the</p> <p>21 roof.</p> <p>22 Q Okay. But this inch-and-a-quarter designation</p> <p>23 here is -- like you said, it's just an estimate, right?</p> <p>24 A Sure. The National Weather Service themselves</p> <p>25 will tell you it's the Maximum Estimated Size Hail.</p>	<p style="text-align: right;">Page 52</p> <p>1 appear on pages 58 through 62, these are maps that you</p> <p>2 created, correct?</p> <p>3 A Right. I created them in the sense I did</p> <p>4 this. I pulled up Google Earth. I found the location.</p> <p>5 The red dot on those maps is where the location is. I</p> <p>6 drew the yellow lines representing the 2-mile and 5-mile</p> <p>7 radius.</p> <p>8 I then imported from the National Weather</p> <p>9 Service database through a KMZ file which populates what</p> <p>10 you saw initially when you looked at the data without my</p> <p>11 overlays. You saw those white boxes with Xs. That's</p> <p>12 how the file populates Google Earth.</p> <p>13 I then have to go to each location and</p> <p>14 determine the Maximum Estimated Size Hail at that</p> <p>15 location, which is based on the KMZ file. And I typed</p> <p>16 that into the box. Right now you are looking at the</p> <p>17 eyewitness reports. You will want to scroll down one --</p> <p>18 one page.</p> <p>19 Yeah. So on this page I have done three</p> <p>20 things. Where you have a white box, the KMZ file gave a</p> <p>21 code 999, which meant the radar had incomplete</p> <p>22 information in order for the algorithm to reach the</p> <p>23 determination. It encountered something; likely hail.</p> <p>24 Why? Could it be a bird? They are not flying in the</p> <p>25 middle of a thunderstorm. Could it be a large raindrop?</p>

13 (Pages 49 to 52)

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<p>1 Possibly but, again, unlikely. So it's likely hail, but 2 since the algorithm couldn't give me a measurement, I 3 leave it blank.</p> <p>4 And where you see 0.5 in a white box, the 5 algorithm said we have measured 0.5-inch something, but 6 we are not sure it's hail. So that's why it shows up as 7 a white box with a measurement. Now, keep in mind that 8 the algorithm says it's 0.5-inch encounter and doesn't 9 know if it's hail. That's just the way the algorithm is 10 sent up.</p> <p>11 What else could it be if it's 0.5-inch in the 12 atmosphere? Too big for a raindrop. Too small for a 13 bird. In the middle of a hailstorm, that's likely hail, 14 but since the algorithm isn't going to tell me that, I 15 have pointed that out on my map.</p> <p>16 Then what I am left with, where the algorithm 17 encountered hail, the algorithm was more than 50 percent 18 positive it was hail and the algorithm gave me a maximum 19 estimated hail size. That's the boxes in yellow and I 20 populated that box with the Maximum Estimated Size Hail 21 according to the algorithm, which is measured in 22 altitude.</p> <p>23 Now, could it get -- besides all the 24 measurement problems, could it get bigger? Yes. That 25 hailstone might have been updrafted, increased in size</p>	<p>1 reflectivity, they are going to get Maximum Estimated 2 Size Hail.</p> <p>3 Then they have -- they run it through a second 4 tier of algorithms to get more information, which I am 5 not using in this report. They include things like a 6 vertical precipitation level. There is other algorithms 7 that are more important to the meteorologists than to me 8 where I am stopping in my analysis.</p> <p>9 Q Okay. But I am talking about the algorithm 10 that you, yourself, reviewed before you created these 11 maps. So that algorithm is HailStrike's algorithm, 12 right?</p> <p>13 A Right. The algor- -- going back to the 14 beginning of the analysis, the algorithm that -- my 15 initial analysis, I looked at HailStrike. HailStrike is 16 based on an algorithm.</p> <p>17 Moving forward, what you are looking at now on 18 this map with the Severe Weather Data Inventory data, 19 that's also based on an algorithm, but that's a 20 government algorithm. That's not the HailStrike 21 algorithm.</p> <p>22 Q Okay. All right. So because the HailStrike 23 report from March 22nd -- or the HailStrike data from 24 March 22nd, 2022, does not guarantee size and location, 25 how are you certain that the hail swath from that date</p>
Page 54	Page 56
<p>1 before it fell. Could it have been smaller? That 2 hailstone might have fallen straight to the ground after 3 measurement and, as it fell, melted when it left the 4 freeze zone.</p> <p>5 So there is all sorts of changes that you can 6 make, but they are minuscule. They are of importance to 7 scientists dealing with millimeters. They are not 8 important to me dealing with a kinetic energy of what I 9 see on this screen.</p> <p>10 Q And when you mention algorithm, you are 11 talking about the HailStrike algorithm, right?</p> <p>12 A Various algorithms. HailStrike has an 13 algorithm. CoreLogic has an algorithm. They are called 14 black box algorithms. The National Weather Service has 15 an algorithm. I presume it's available through 16 government sources. I have never reviewed it fully, but 17 I have read narratives of what it contains.</p> <p>18 And so even the National Weather Service uses 19 algorithms in order to take that raw signal, which is 20 bounced back from the hailstone off the radar -- the 21 NEXRAD radar -- NEXRAD means next generation radar. And 22 they take that information, they run it through their 23 algorithm twice. The first time is to get primary 24 information, which includes -- with Doppler radar, they 25 get velocity. With hail radar, they are going to get</p>	<p>1 passed directly across the building?</p> <p>2 A Two separate issues. The size is the best -- 3 let's call it a best guess -- the best guess of the 4 algorithm, based on a lot of science and math in the 5 algorithm, but it's the best guess of the algorithm.</p> <p>6 What I can tell you, having read many 7 meteorological reports -- some by meteorologists working 8 the same side, some by meteorologists working the other 9 side -- they will opine to a, quote/unquote, 10 meteorological degree of certainty based on the MESH, 11 the Maximum Estimated Size Hail.</p> <p>12 So every -- there is a consensus of opinion 13 that this is the best information we have, unless it's 14 overruled by ground truth. Example: If the algorithm 15 said the Maximum Estimated Size Hail by radar was 16 1-inch -- example -- and there was an eyewitness on the 17 ground in the same storm who picked up a piece of 2-inch 18 hail and took a picture of it, we know the algorithm is 19 wrong.</p> <p>20 Barring those peculiar circumstances, 21 everybody -- engineers, meteorologists -- use the 22 Maximum Estimated Size Hail as a reasonable indication 23 of exactly what it's supposed to be; the Maximum 24 Estimated Size Hail absent any other fact to the 25 contrary. That's in terms of size.</p>

14 (Pages 53 to 56)

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<p style="text-align: right;">Page 57</p> <p>1 In terms of position all I can tell you is</p> <p>2 that all the readings I have done indicate that wind</p> <p>3 advection, that movement from the atmosphere to the</p> <p>4 ground, generally occurs over a period of a 2-mile -- 2</p> <p>5 miles.</p> <p>6 So what's within -- outside the 2-mile radius</p> <p>7 is far less likely to hit the property than what's</p> <p>8 inside the 2-mile radius. I have 1-and-a-quarter-inch</p> <p>9 hail inside the 2-mile radius on March 22, 2022. The</p> <p>10 only other time I have hail inside that radius worth</p> <p>11 discussing is March 17, 2021, which is</p> <p>12 three-quarter-inch hail.</p> <p>13 So, logically, even if they both have the same</p> <p>14 rate of melt to the ground, the 1-and-a-quarter-inch</p> <p>15 hail is still going to damage that roof; whereas,</p> <p>16 three-quarter-inch hail in the atmosphere, if it melts,</p> <p>17 may be too small to damage the roof. So all the</p> <p>18 information I am looking at in terms of size, in terms</p> <p>19 of location, in terms of wind movement lead me to</p> <p>20 March 22, 2022.</p> <p>21 Q But there is no way for you to know if hail</p> <p>22 that fell from the freeze zone actually melted, right?</p> <p>23 MR. SIMON: Objection, form.</p> <p>24 A Well, by -- by physics, once -- once it</p> <p>25 contacts air above 32 degrees Fahrenheit, it's going to</p>	<p style="text-align: right;">Page 59</p> <p>1 hailstone melted before impact, right?</p> <p>2 MR. SIMON: Objection, form.</p> <p>3 A Oh, I can tell you it melted because the</p> <p>4 temperature at ground level was less than 32 de- -- was</p> <p>5 greater than the 32 degrees. So it melted. How much</p> <p>6 did it melt? I don't know.</p> <p>7 Q All right. And I guess I should ask that</p> <p>8 question. You are not sure how much a hailstone would</p> <p>9 melt before it impacts the building, correct?</p> <p>10 A That's correct. In my analysis and any</p> <p>11 analysis I have ever seen done on this subject, there is</p> <p>12 presumptions that the -- if it's less than half-inch</p> <p>13 hail in the atmosphere, it's going to be</p> <p>14 inconsequential. It will either turn to a raindrop or</p> <p>15 it will be a small piece of hail so small it's</p> <p>16 inconsequential.</p> <p>17 So half-inch hail based on the literature --</p> <p>18 if it's half-inch hail in the atmosphere, we don't even</p> <p>19 consider it when it hits the ground. Three-quarter-inch</p> <p>20 hail in the atmosphere is probably the threshold at</p> <p>21 which we start to say it might do damage when it hits</p> <p>22 the ground depending on the substrate it's hitting.</p> <p>23 Will three-quarter-inch hail melting on the</p> <p>24 way to the ground damage a brand-new mod bit roof? No.</p> <p>25 Will three-quarter-inch hail melting on the way to the</p>
<p style="text-align: right;">Page 58</p> <p>1 start to melt. How fast did it melt? You know, that's</p> <p>2 a separate issue. We have to look at the rate of fall</p> <p>3 compared to the -- if it was stationary, what's the rate</p> <p>4 of melt at what temperature.</p> <p>5 As it -- if it fell, if it's going to fall to</p> <p>6 the ground in a matter of seconds from the freeze zone</p> <p>7 to the ground, that's not very much time for it to melt.</p> <p>8 A little bit, but not very much time. That gets so</p> <p>9 finicky that although, if challenged, it probably could</p> <p>10 have been done, I have never seen anybody on either side</p> <p>11 of the fence perform that analysis.</p> <p>12 Why? Because when you are done, you are going</p> <p>13 to have a difference of millimeters in size to the</p> <p>14 hailstone. And, besides, it's really an onerous task</p> <p>15 because you don't have all the facts. You are not sure</p> <p>16 what the terminal velocity was. You are not sure what</p> <p>17 the Maximum Estimated Size Hail was. So you can -- you</p> <p>18 are not sure of the rate of melt because you are not</p> <p>19 sure of the temperature at the different strata as it</p> <p>20 comes to the ground.</p> <p>21 So it's a great thought experiment, but in my</p> <p>22 opinion it's pretty useless for the kind of analysis we</p> <p>23 have to do in this case.</p> <p>24 Q All right. So that kind of supports what I</p> <p>25 was saying; that there is no way for you to know if a</p>	<p style="text-align: right;">Page 60</p> <p>1 ground damage an older roof? Likely.</p> <p>2 Q All right. Did you do anything to allocate</p> <p>3 the damage caused by the March 17, 2021, hailstorm?</p> <p>4 A No.</p> <p>5 MR. SIMON: Objection, form.</p> <p>6 A I have no assurance it ever hit the building,</p> <p>7 and everything that I have found on that roof was</p> <p>8 explained by the March 22, 2022, storm.</p> <p>9 Q Right. Well, you didn't rule out March 17,</p> <p>10 2021 --</p> <p>11 MR. SIMON: Objection, form.</p> <p>12 Q -- right?</p> <p>13 MR. SIMON: Objection, form; misleading.</p> <p>14 A I want to be careful because I think I said</p> <p>15 this some times -- several times. What I found was</p> <p>16 there was a possibility that it occurred in 2021. There</p> <p>17 is also a possibility a hailstorm occurred the day the</p> <p>18 radar was down for maintenance. That's a possibility.</p> <p>19 So there might have been a hailstorm and no radar</p> <p>20 evidence because the radar was down for maintenance that</p> <p>21 day.</p> <p>22 These are possibilities that are so slim</p> <p>23 compared to the evidence I found for the 2022 storm that</p> <p>24 when the day was done, when I completed my analysis, I</p> <p>25 was willing to opine they were not a consideration.</p>

15 (Pages 57 to 60)

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<p>1 Q Right. But here in your report you state 2 [reading] While I cannot exclude the possibility of hail 3 impacting the building on March 17, 2021, confirmation 4 of this possibility requires the analysis of vertical 5 wind shear using wind hodographs. 6 So you are stating in your report that you 7 could not exclude the possibility of hail falling on -- 8 I'm sorry -- hail impacting the building on March 17, 9 2021. 10 A Right. But I -- my job in the scientific 11 method is to create hypotheses and then, using facts, 12 confirm or de-confirm those hypotheses. In this case I 13 have a hypothesis but no facts. To reach a conclusion 14 would be speculation. 15 Q Right. 16 A I challenge the other side, hey, if you can 17 come up with a hodograph that gives me the wind shear to 18 show me that hail impacted that building, then I will 19 consider it. But even if we consider it, we are talking 20 about on 2021 three-quarter-inch hail hitting the 21 building; whereas, on 2022 1-and-a-quarter-inch hail 22 hitting the building. 23 So it still is not at the top of the shortlist 24 of probabilities even though the probability might 25 increase if I had a hodograph, which I don't, and</p>	<p>1 I said. I think everything I -- also I've said in this 2 deposition explains what I meant by those words. 3 Q Right. But at the end of the day, because you 4 don't have all the information you need to exclude 5 March 17, 2021, you cannot exclude it, so it's still a 6 possibility, right? 7 MR. SIMON: Objection, form; 8 mischaracterizes evidence. And this question has been 9 asked and answered 500 times. He has stated his 10 opinion. You are trying to browbeat him into giving an 11 opinion that's not his opinion obviously. 12 So I don't think you have to answer this 13 anymore, Neil. I think it's been beaten with a dead 14 horse. 15 A I will stand by the statement in the report as 16 elaborated on in my deposition. 17 Q Okay. So because you did not exclude 18 March 17, '21, did you do anything to allocate damage 19 caused by a March '21 storm -- hailstorm? 20 MR. SIMON: Same objection. 21 A No. I will tell you this: The reason I 22 considered that storm in the first place was because it 23 was within the time period that if that storm was 24 responsible for the damage, it would have explained the 25 damage in the sense that the bitumen material wasn't yet</p>
Page 62	Page 64
<p>1 without which I refuse to reach a conclusion because it 2 would be speculation. 3 Q All right. So that means you did not exclude 4 March 17, 2021, right? 5 MR. SIMON: Objection, form; misleading. 6 A I do not exclude it in the sense of it's on 7 the shelf. I have excluded it on Page 4 where I 8 concluded the actual date of loss is March 22, 2022. So 9 I transparently left open a possibility. And, like I 10 said, there is a possibility the radar was down. It 11 might have been -- it might have been April 12th, 2020. 12 If I don't have the facts, I can't consider 13 the possibility. If the opposing engineer wishes to 14 disagree with me, let him present his facts. And nobody 15 has given me a fact to make me say that March 17, 2021, 16 was more than a possibility. It hasn't gotten -- it 17 hasn't risen to the level of being greater than a 50 18 percent probability. So in the final analysis, I don't 19 consider it. 20 Q All right. I understand that, and that's not 21 what I am asking you. 22 Your own words state that you cannot exclude 23 the possibility of hail impacting the building on 24 March 17, 2021, right? 25 A Yeah. If I may, in my own words, that's what</p>	<p>1 gray. So that's why there is a possibility that this 2 storm matters. 3 But as I have said, I have no other -- yeah. 4 I had enough information in the field to create a 5 hypothesis. I don't have enough information to reach a 6 conclusion as to the effect of this storm. 7 Q Did you do anything to allocate the damage 8 caused by the March 22nd, 2022, storm? 9 MR. SIMON: Objection, form. 10 A Yes. You were back and forth between 11 fieldwork and -- what should we call it -- research. So 12 by -- you go back and forth. I look at what I see in 13 the field. Then I look at the field -- the weather 14 research. I use the weather research to go back and 15 double-check the field. Using all the information I 16 had, the analysis I performed is what led me to believe 17 March 22, 2022. 18 Q Okay. But earlier you mentioned that the roof 19 exhibited wear and tear. So did you do anything to 20 allocate which portions of the roof was related to the 21 wear and tear versus the March 22nd, 2022, hailstorm? 22 MR. SIMON: Objection, form; misleading. 23 A No. I generally do that based on what I 24 understand to be Texas court rulings. I have to 25 segregate damage between -- between events and between</p>

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1 types of damage. The wear and tear on that roof is so	1 CHANGES AND SIGNATURE
2 obviously a different mode of failure than the hail	2 WITNESS NAME: _____
3 damage, I didn't feel that was necessary.	3 DATE OF DEPOSITION: _____
4 Example: If I thought there was blisters of	4 PAGE LINE CHANGE REASON
5 1-inch diameter, if I thought there was foot traffic, if	5 _____
6 I thought somebody had been up there with a hammer,	6 _____
7 that's the type of causation I would need to segregate	7 _____
8 from hail damage, but if we are talking about the	8 _____
9 general condition of the roof based on its age -- 14 to	9 _____
10 16 years old at the time of the date of loss -- that	10 _____
11 becomes so obvious I didn't incorporate that into my	11 _____
12 report.	12 _____
13 Q Can we take a five-minute break?	13 _____
14 A Yes, sir.	14 _____
15 THE VIDEOGRAPHER: The time is 11:51 a.m.	15 _____
16 and we are off the record.	16 _____
17 (RECESS FROM 11:51 A.M. TO 11:56 A.M.)	17 _____
18 THE VIDEOGRAPHER: The time is 11:56 a.m.	18 _____
19 and we are back on the record.	19 _____
20 MR. ULMER: All right. I will pass the	20 _____
21 witness. I have no further questions.	21 _____
22 THE REPORTER: All right. Mr. Simon, do	22 _____
23 you have anything?	23 _____
24 MR. SIMON: No. I'm good.	24 _____
25 THE REPORTER: All right. Do you want to	25 _____

Page 66	Page 68
1 purchase a copy of the transcript, Mr. Simon?	1 I, NEIL B. HALL, have read the foregoing
2 MR. SIMON: Sorry. Hold on. I was	2 deposition and hereby affix my signature that same is
3 expecting another round so I had my earbuds out and they	3 true and correct, except as noted above.
4 were transitioning to being on so I kind of missed	4
5 everything. I kind of caught the edge of the "no	5
6 further questions" thing.	6
7 THE REPORTER: All right. Yes. He said	7 NEIL B. HALL
8 no further questions and you don't have anything,	8
9 correct?	9 THE STATE OF)
10 MR. SIMON: Correct.	10 COUNTY OF)
11 THE REPORTER: Do you want to purchase a	11
12 copy of Mr. Hall's transcript?	12 Before me, _____, on
13 MR. SIMON: Not at this time, but the read	13 this day personally appeared NEIL B. HALL, known to me
14 and sign sent to our office and we will send to him.	14 (or proved to me under oath or through
15 THE VIDEOGRAPHER: And then before we go	15 _____) (description of identity
16 off --	16 card or other document)) to be the person whose name is
17 (OFF-THE-RECORD TECHNICAL DISCUSSION.)	17 subscribed to the foregoing instrument and acknowledged
18 THE VIDEOGRAPHER: Before we go off,	18 to me that they executed the same for the purposes and
19 Mr. Simon, do you want a copy of the video?	19 consideration therein expressed.
20 MR. SIMON: We do not at this time.	20 Given under my hand and seal of office this
21 THE VIDEOGRAPHER: Okay. The time is	21 ____ day of _____, ____.
22 11:57 a.m. and we are off the record.	22
23 (DEPOSITION CONCLUDED AT 11:57 A.M.)	23
24	24 NOTARY PUBLIC IN AND FOR
25	25 THE STATE OF _____
	COMMISSION EXPIRES: _____

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1 THE STATE OF TEXAS:
2 COUNTY OF HARRIS:

3 I, Mona S. Whitmarsh, a Certified Shorthand
4 Reporter, hereby certify that the foregoing testimony
5 was given before me after the Witness had been first
6 duly sworn.

7 I further certify that this deposition was
8 transcribed under my direction and is a complete and
9 correct transcript of the proceedings; and that it is
10 being filed with the Court in accordance with the
11 Stipulation of Counsel contained in this deposition.

12 I further certify that I am neither attorney for,
13 related to, nor employed by any of the parties to the
14 lawsuit in which this deposition was taken. Further, I
15 am neither related to nor employed by any attorney of
16 record in this cause; nor do I have a financial interest
17 in the matter.

18 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th
19 day of January, 2025,

20 Mona S. Whitmarsh
21 Mona S. Whitmarsh
22 Texas CSR No. 3986
23 Expiration Date: 04/30/26



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a.m 1:20,20 5:2	39:19	59:10,11 60:24	argumentative	7:11
15:2,4 17:24	ahead 24:15	61:4 62:18	39:25	bachelor's 7:8
18:1,1,2 37:17	28:10	64:16	Army 11:7	back 6:25 15:5
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able 26:20 34:21	airport 36:20	23:17,23	Artis 2:8 5:15	35:13 40:7
48:22	airports 44:8	answer 27:20	aside 17:9	45:11 49:13
above-styled	algor- 55:13	46:5 63:12	asked 11:23	54:20 55:13
1:18	algorithm 39:4	answered 11:20	39:24 63:9	64:10,12,14
aboveground	42:1 44:18	39:25 46:5	asking 62:21	65:19
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Appx.0079

Exhibit C

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ONE UNITY INVESTMENT, LLC,

Plaintiff,

V.

AXIS SURPLUS INSURANCE
COMPANY,

Defendant.

§
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§

CIVIL ACTION NO. 4:23-CV-02455
JURY

UNSWORN DECLARATION OF NEIL HALL

State of Louisiana

§
§
§

Parish of St, Tammany

“My name is Neil B. Hall of GROUNDTRUTH FORENSICS. I am a licensed Architect and Professional Engineer in Texas. I am of sound mind and capable of making this Declaration. I am over the age of twenty-one and have never been convicted of a felony or crime of moral turpitude. The information contained herein is based on my personal knowledge and my review of files and records maintained by my company. I certify that the facts and statements contained in this Declaration are true and correct.

I have been retained as an expert witness in this matter by Plaintiff. Based on my education, training, and experience, I am qualified to provide opinions regarding wind and hail damage to structures and to distinguish wind and hail damage from other causes of damage. I have been deposed in this matter.

I reviewed documentation provided by the Chad T. Wilson Law Firm, along with documents which I independently acquired, in order to form opinions concerning the nature, cause and extent of building damage associated with the One Unity Investment, LLC property located at 10080 Bellaire Boulevard, Houston, Texas 77072. Those items are further identified in my report. I personally inspected the property on May 19, 2023, to assist in formulating my opinions. On July 24, 2023, I issued a report of my findings and conclusions, a true and correct copy is attached hereto as Exhibit 1. My resume, testifying and publication history, and rate schedule are attached hereto as Exhibit 2. All of the aforementioned items are correct summaries of my experience which qualifies me to render these opinions.

My report contains a true and accurate account of my findings with respect to this matter and a summary of my reasons therefore and the materials upon which I relied in formulating my opinions. I am incorporating the report and my deposition taken January 16, 2025, as stated

herein. As stated in my report, I believe the property sustained damages from a hail storm on March 22, 2022, (as opposed to a “reported” date of loss on August 10, 2022) (Depo, 33:12-16). To make repairs associated with the damages from the March 22, 2022, storm requires the repairs noted on Page 5 of my report. Damages to the property from other events were considered in my evaluation, but not included in my repair recommendations as those were solely related to the storm damage which I believe occurred as a result of the March 22, 2022 storm, as explained below.

I reviewed a Motion for Summary Judgment prepared by Mr. Mark J. Pierce and dated January 17, 2025. The Motion states I conceded a second hail event (occurring March 17, 2021 outside the policy period) could have impacted the building, “however, he did not rule out the same, and he failed to allocate such damage”. I investigated all reported hail storms from August 10, 2020, (two years prior to the “reported” date of loss) to May 19, 2023, (the day of my inspection). I investigated with even greater detail four “most likely” candidate storms of which I concluded two did not impact the building, one (March 17, 2021) possibly impacted the building and one (March 22, 2022) most likely impacted the building. I was able to conclude “more likely than not” the March 22, 2022 storm damaged the building based on available weather data indicated the hail storm on that date passed directly overhead of the property. The March 17, 2021, storm *did not* pass directly overhead of the property. While I considered the *possibility* this hailstorm impacted the building, without additional (and unavailable) wind information, I could not reach a conclusion that hailstones from the March 17, 2021, storm “more likely than not” traveled under the influence of wind thus impacting the building. The only storm occurrence for which I could confidentially opine “more likely than not” was the March 22, 2022, storm. Whereas the Insurance Company’ engineer only used a commercially-sourced algorithmic report to investigate potential hail storms, I additionally used government-sourced data to “fact check” commercially-sourced algorithmic reports.

The Motion claims I did not allocate damage because I “did not rule out” the possibility of a second hailstorm. Here is the point at which I responded to that question:

Q: “All right. Did you do anything to allocate the damage caused by the March 17, 2021, hailstorm?”

A: No. I have no assurance it ever hit the building and everything that I have found on that roof was explained by the March 22, 2022, storm.

Q: Right Well, you didn’t rule out March 17, 2021, right?

A: I want to be careful because I think I said this some times – several times. What I found was there was a possibility that it occurred in 2021. There is also a possibility that it occurred [any] day the radar was down for maintenance. That’s a possibility. So there might have been a hailstorm and no radar evidence because the radar was down for maintenance that day.

These are possibilities that are so slim compared to the evidence I found for the 2022 storm that when the day was done, when I completed my analysis, I was willing to opine they were not a consideration.

Q: Right. But here in your report you state [reading] While I cannot exclude the possibility of hail impacting the building on March 17, 2021, confirmation of this possibility requires the analysis of vertical wind shear using wind hodographs.

So you are stating in your report that you could not exclude the possibility if hail falling on – I’m sorry – hail impacting the building on March 17, 2021.

A: Right. But I – my job in the scientific method is to create hypotheses and then, using facts, confirm or deconfirm those hypotheses. In this case [the March 17, 2021, storm] I have a hypothesis but no facts. To reach a conclusion [as to the March 17, 2021, storm] would be speculation” (Depo, 60:2-61:14).

I could not – and did not – *totally* rule out the *possibility* that a second storm damaged the property because I needed more facts to say yes or no. I have a possibility a storm occurred, a lesser possibility it impacted the building, and an even lesser possibility the impact caused damage. So I have a *possibility* of a *possibility* of a *possibility*. I did not “allocate damage” for the March 17, 2021, storm because such damage was hypothetical: “It [the storm] hasn’t risen to the level of being greater than 50 percent *probability*. So in the final analysis, I don’t consider it [meaning the allocation of damage from the hypothetical storm] (62: 16-19).

In addition, the Motion states I failed to allocate damage attributable to wear and tear. In deposition I was asked:

Q: “So did you do anything to allocate which portions of the roof was related to the wear and tear versus the March 22, 2022, hailstorm?”

A: No. I generally do that based on what I understand to be Texas court rulings, I have to segregate damage between – between events and between types of damage. The wear and tear on that roof is so obviously a different mode of failure than the hail damage, I didn’t feel that was necessary (Depo, 64:18-65:3).

Had I found blisters, foot traffic or mechanical damage, I would have been obliged to segregate that type of damage. The “wear and tear” I observed concerned the general condition of the roof as opposed to discrete marks that might be misconstrued as hail-caused impacts”

The Motion included two (2) EFI reports. I had not previously seen the Supplemental EFI report dated September 23, 2024, which is EFI’s critique of my July 24, 2023, report, which is included as Appendix B to the Motion’s Exhibit B-1. It should be noted that the version of my report reviewed by EFI is missing information on my radar maps. The page of my report immediately preceding the radar maps warns:

“Note: Using different editions of software may result in lost data. If the white rectangle around the North arrow at the lower right hand corner of a map is missing, please contact admin@gt.forensics.com or 985-690-6008 for further assistance”.

I regret the need for this warning, but the “glitch” caused by different editions of software is beyond my control. My office never received a communication from EFI, by which I presume either EFI never completely read my report, or upon recognizing the problem never requested my office for the missing information. Either way, I question EFI’s ability to confidently conclude “after reviewing the Groundtruth Report, the conclusions reached by EFI in EFI Report 023.05310 dated March 20, 2023, remain unchanged”. I have attached as Exhibit 3 the version of my radar maps in the EFI Supplemental Report and as Exhibit 4 the version of my radar maps as presented in my July 24, 2023, report.

I personally attest that all the facts stated in this Declaration are true and accurate to the best of my knowledge, under the penalty of perjury.

This is the end of the declaration."

Executed this 0 day of February, 2025.

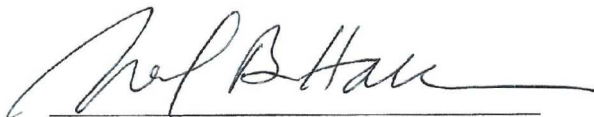


NEIL B. HALL, PhD, PE, AIA

**DECLARATION IN LIEU OF CERTIFICATION BY NOTARY PURSUANT TO 28
U.S.C. See 1746**

"My name is Neil Hall. My date of birth is the 18th day of September, 1948. My Business Address is 1923 Corporate Square Boulevard, Ste. B, Slidell, Louisiana 70458 in the United States of America. I declare under the penalty of perjury that the foregoing instrument is true and correct."

Executed in St. Tammany Parish, Louisiana on this 18th day of February, 2025.



NEIL B. HALL, PhD, PE, AIA

EXHIBIT 1

GROUNDTRUTH FORENSICS

BUILDING PERFORMANCE • FAILURE ANALYSIS • DAMAGE ASSESSMENT

BUILDING DAMAGE ASSESSMENT

(INITIAL REPORT)

**ONE UNITY INVESTMENT, LLC
10080 BELLAIRE BOULEVARD
HOUSTON, TEXAS 77072**

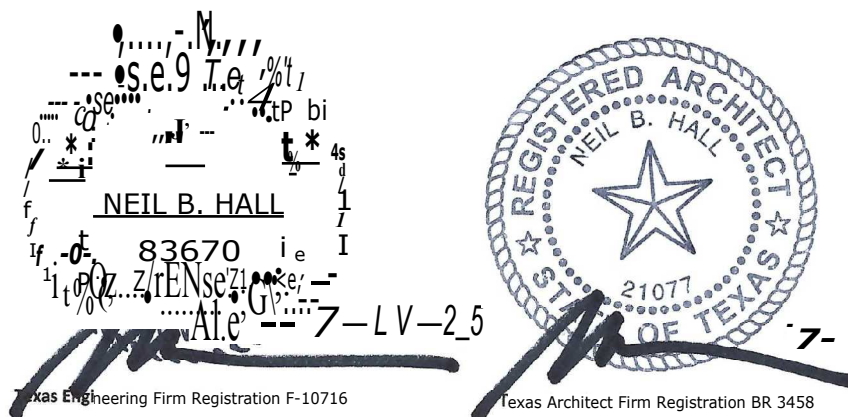
PREPARED BY:

**Neil B. Hall, PhD, PE, AIA
Texas PE License 83670
Texas Architect License 21077**

REPORT NUMBER 23-0078

DATE OF REPORT:

PAY 24, 2023



1923 Corporate Square Boulevard, Ste B • Slidell, Louisiana 70458
Phone 985-690-6008 • neilbhall@gmail.com

BACKGROUND

The One Unity Investment, LLC commercial building (“the building”) is located at 10080 Bellaire Boulevard in Houston, Harris County, Texas 77072. The building was damaged by hail on August 10, 2022. As requested by Jay M. Simon of the Chad T. Wilson Law Office on April 27, 2023, I inspected the property on May 19, 2023, after which I wrote this report documenting my site inspection; my analysis, findings and conclusions concerning the cause and extent of damage to the building; and my recommendations to restore the building to a code-compliant, pre-loss condition. My conclusions are based on my education, training and experience as a Texas licensed Architect and Professional Engineer and a total of 50 years experience in design and construction. A short biographical sketch is enclosed in **Attachment C**. In conjunction with forming my opinions I relied on the facts presented in the following documents:

Received from Law Office:

- Straight Line Global Photo Sheets (Brandon Allen) taken November 29, 2022
- EagleviewTM report dated February 6, 2023
- Plaintiff Photo Sheets taken February 13, 2023
- Plaintiff cost estimate printed February 15, 2023
- Other material less pertinent to my analysis but retained on file

Other documents reviewed:

- Harris County Property Search (<https://hcad.org/property-search/real-property/real-property-search-by-address>)
- Codes and standards referenced in this report
- Weather data referenced in this report
- 2001 Houston Commercial Energy Code
- 2021 International Building Code with Houston amendments
- 2021 International Existing Building Code with Houston amendments
- 2021 International Energy Conservation Code
- Weather data described in this report

WEATHER DATA

Conclusions as to the validity of weather events are best reached by combining radar-detected meteorological data and physical facts collected in the field. The meteorological data presented in this report was prepared by trained meteorologists in public and private practice. The physical facts described in this report are based on the collected photographs. The use of meteorological data described in this report is consistent with the standard practice of forensic engineering. Weather data discussed in this report is provided in **Attachment B**.

Reported Date of Loss

The reported date of loss on file with the carrier is August 10, 2020, which I used as the starting point in my analysis.

Eyewitness Reports

I checked the NCEI Storm Events Database and the Community Collaborative Rain, Hail & Snow Network (CoCoRaHS) database for eyewitness hail reports in Harris County from August 10, 2020, (two years prior to the reported date of loss) to May 19, 2023, (the date of my inspection).

Out of 24 eyewitness reports in the Storm Events Database, one (1) report was within 5 miles and no reports were within 2 miles of the building. The only report in the CoCoRaHS database was more than 5 miles from the building. The database reports and a map plotting each location are included in **Attachment B**.

Eyewitness accounts only tell part of the story. If a weather event was not witnessed or not reported after being witnessed, it would not appear in a database. The reported size of a hailstone may be inaccurate or not representative of the size of a hailstone before it melted on the ground. The NCEI warns:

“...county, state and federal emergency management officials, local law enforcement officials, skywarn spotters, NWS damage surveys, newspaper clipping services, the insurance industry and the general public. ...An effort is made to use the best available information but because of time and resource constraints, information from these sources may be unverified... **The NWS does not guarantee the accuracy or validity of the information**” (<https://www.ncdc.noaa.gov/stormevents/faq.jsp>).

Forensic Weather Reports

HailStrikeTM (and other commercial weather companies like CoreLogicTM) report hail activity at a particular address in part by analyzing National Weather Service NEXRAD radar data using propriety algorithms. Each separately listed event on a HailStrikeTM report represents a hail event detected by radar at altitude (typically 10,000 feet depending on the dish angle and distance-to-target). Due to environmental conditions such as wind shear and “melt zones”, radar-detected hail reports do not guarantee the size or location of individual hail stones even if hail reached ground level. For the search period August 10, 2020, to May 19, 2023, HailStrikeTM identified hail activity in 5 storms “at location” and in 10 storms “within two miles”. (There are more line items than storms in the HailStrikeTM report because HailStrikeTM considers each radar station report to be a separate event.)

NOAA’s Severe Weather Data Inventory

Commercial hail reports like HailStrikeTM and CoreLogicTM are useful for screening historical data, but their proprietary algorithms do not provide the transparency needed for users to understand the nature of inputs or how these inputs are converted to outputs. It is my practice to fact-check commercial hail reports by directly researching NOAA’s Severe Weather Data Inventory (SWDI) (<https://www.ncei.noaa.gov/products/severe-weather-data-inventory>).

I downloaded the SWDI KMZ files for March 17, 2021, (based on the eyewitness report and HailStrikeTM reported size and intensity), March 22, 2022, (based on HailStrikeTM reported size and intensity), July 12, 2022, (based on HailStrikeTM reported size and intensity) and August 10, 2022, (the reported date of loss), I overlaid the KMZ downloads on the GoogleEarthTM images in **Attachment B**:

: **March 17, 2021**: The map shows a 0.5”-1.25” hail swath north of the building moving east at 17 mph. As hail fell it was influenced by surface winds moving southeast at 35 mph. (Storm speed and

direction based on HailStrikeTM. Surface wind speed and direction based on Houston Sugarland Memorial Airport ASOS located 8 miles southwest of the building). Hail falling on March 17, 2021, may have impacted the building.

: March 22, 2022: The map shows a 0.5"-1.25" hail swath moving east-northeast across the building at 41 mph. As hail fell it was influenced by surface winds moving south-southeast at 49 mph. Hail falling on March 22, 2022, impacted the building.

: July 12, 2022: The map shows a 0.5"-1.75" hail swath north of the building moving east-southeast at 19 mph. As hail fell it was influenced by surface winds moving north-northeast at 28 mph. Hail falling on July 12, 2022, did not impact the building.

: August 10, 2022: The map shows a very weak hail swath north of the building. If any hail fell at all, it was influenced by surface winds moving west at 44 mph. Hail falling on August 10, 2022, did not impact the building.

While I cannot exclude the *possibility* of hail impacting the building on March 17, 2021, confirmation of this possibility requires the analysis of vertical wind shear using wind hodographs. Such analysis is beyond the scope of this report. The hailstorm on March 22, 2022, does not require wind shear analysis because the hail swath passed directly across the building location. I conclude the actual date of loss is March 22, 2022.

SITE INSPECTION

I inspected the building on May 19, 2023, accompanied by Virgil Hall, who provided logistical support but who did not otherwise participate in the site inspection. I met and interviewed Mr. Tony La (Owner) on site. Photos taken by me during the site inspection and selected photos taken by others are included in **Attachment A**. The photos show general conditions and are not intended to delimit the full extent of damage observed by me or documented by others. A complete set of photographs is retained on file.

Photos 1-2 are aerial photos of the building. Photo 3 shows the front elevation. The building was built in 2008. The roof is covered by a modified bitumen (mod-bit) membrane (Photo 4). To my knowledge the mod-bit covering is original to the building. I noted elastomeric repairs at the base of the north parapet (Photos 5-7). Mr. La informed me the elastomeric coating was applied in response to recent roof leaks.

I chalked three (3) 10'x10' test squares. I considered a hail strike to be a mark the size and shape of impacting hail with sufficient granule loss as to expose the underlying bitumen to the deleterious effects of solar UV radiation, leading to drying, cracking and water intrusion. I counted 19 hail strikes in the test square at the southeast corner (Photos 8-13), 11 hail strikes opposite the south parapet (Photos 16-22) and 21 hail strikes at the southwest corner (Photos 23-27). I found no hail strikes on the metal vent hoods and parapet caps. (However, the parapet caps must be removed to replace the mod-bit which covers the parapets and terminates under the caps). Hail flattened the condenser fins on several HVAC units (Photo 31-35).

REPAIR RECOMMENDATIONS

In order to restore the building to a pre-loss condition, I recommend removing and replacing the mod-bit roof covering down to deck. I did not core the roof covering but as the 2001 Houston Commercial Energy Code required R-15 insulation above deck (based on ASHRAE 90.1) it is reasonable to assume it is necessary to tear off 2-ply mod-bit and the equivalent of 3-inch polyiso insulation board and replace with 2-ply mod-bit and 4.5-inch polyiso insulation board to meet current code. I recommend installing a <0.01 perm vapor retarder between the concrete deck and the polyiso insulation. The parapet caps shall be removed, the mod-bit cap sheet flashed along the parapets and terminated at the top of the parapet after which new parapet caps shall be installed.

The hail-damaged condenser fins on the HVAC units can be combed. The units shall be removed and reset to accommodate the new roof installation. The HVAC pedestals, roof vents and scuppers must be raised to accommodate the change in roof profile due to the added thickness of the polyiso insulation board.

DISCLOSURES AND LIMITATIONS

Data referenced but not included in this report remains available in the project file. I reserve the right to review additional information should it becomes available and to revise this report based on the analysis of new information. Nothing in this report precludes the discovery of damage by others to include completed repairs and hidden or time-sensitive damage. Cost estimates for repair based on the description of damage provided in this report may require additional scope of work to allow for issues such as constructability, matching and compliance with law and ordinance.

ATTACHMENTS

Attachment A:	Photographs
Attachment B:	Weather Data
Attachment C:	Biographical Sketch

END OF REPORT 23-0078

Respectfully submitted,



Neil B. Hall, PhD, PE, AIA
Texas PE License 83670
Texas Architect License 21077

ATTACHMENT A

PHOTOGRAPHS



Photo 1: Oblique looking north



Photo 2: Oblique looking south



Photo 3: Front elevation

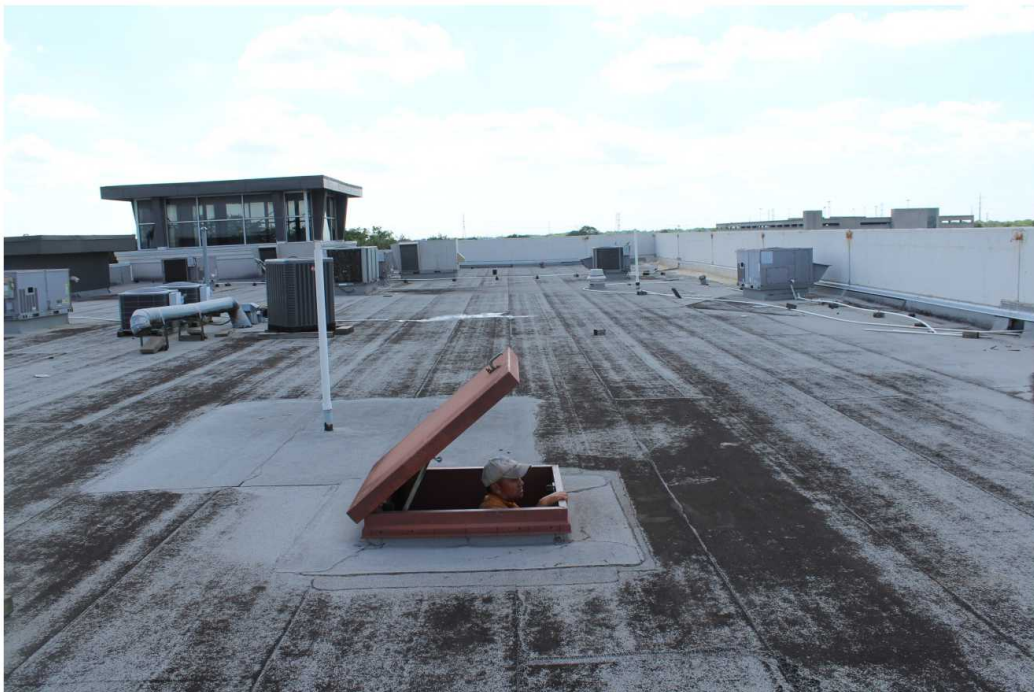


Photo 4: Looking west



Photo 5: Along north parapet



Photo 6: Along north parapet



Photo 7: Along north parapet



Photo 8: 19 hail strikes in test square at southeast corner



Photo 9: Hail strike

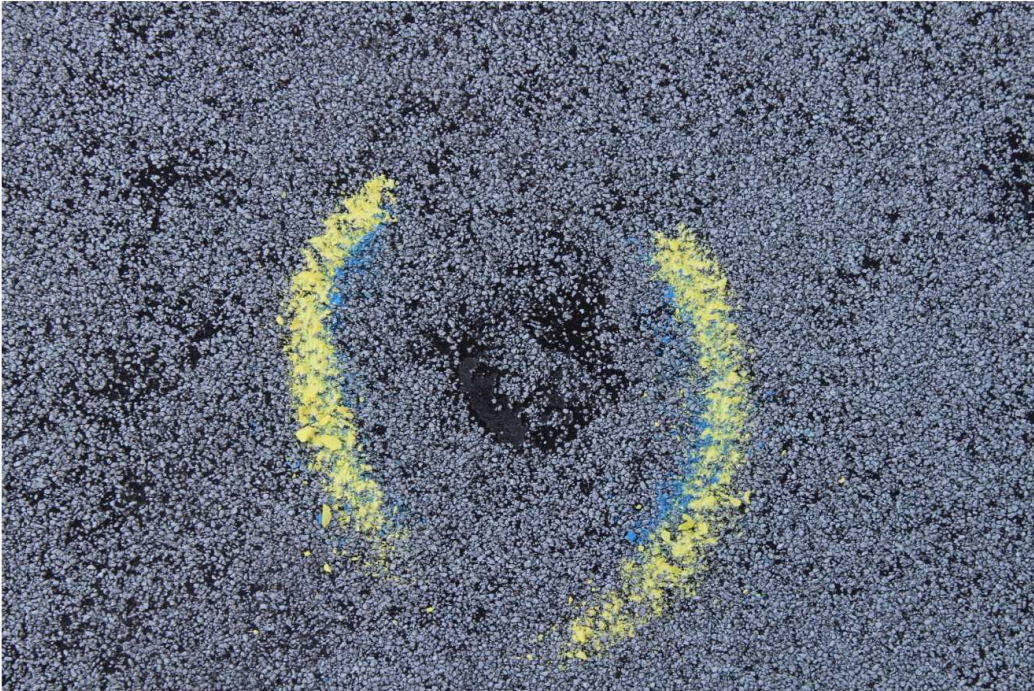


Photo 10: Hail strike

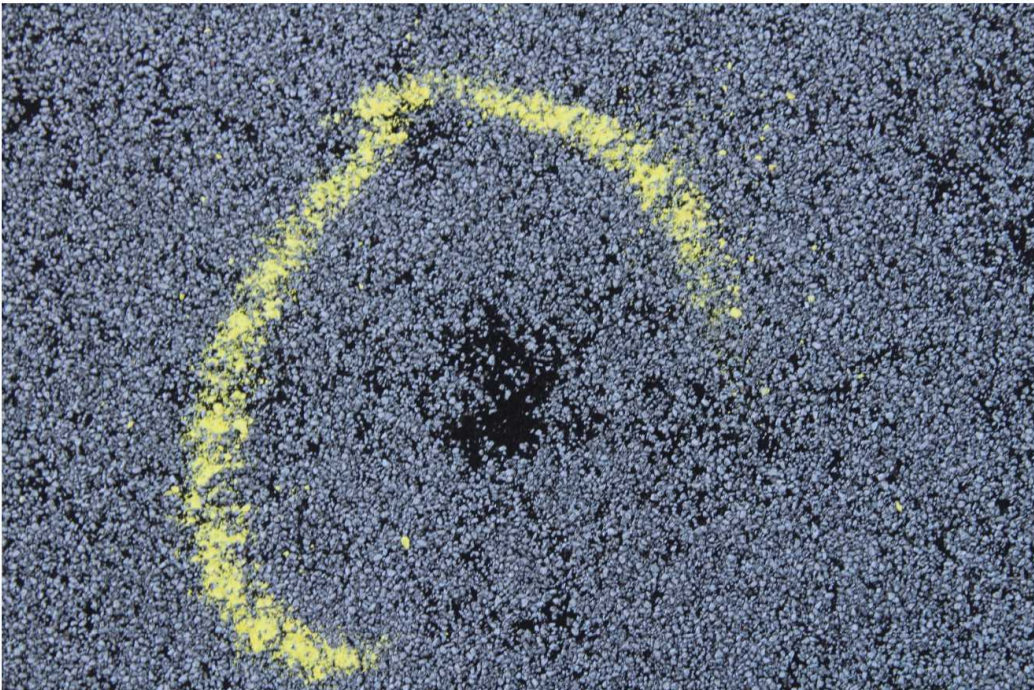


Photo 11: Hail strike

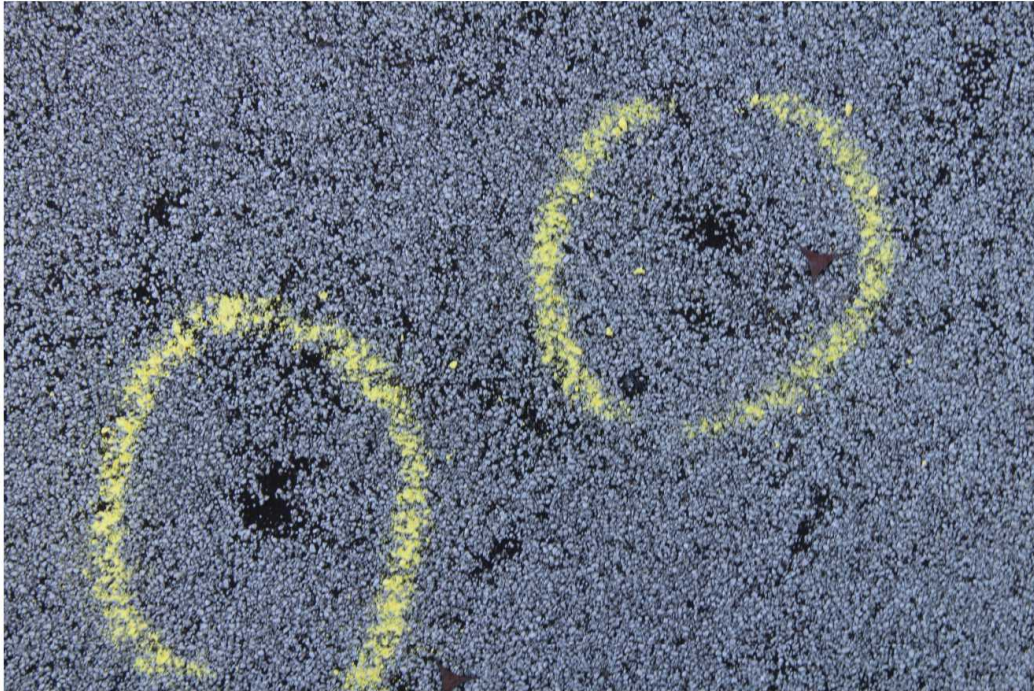


Photo 12: Hail strikes



Photo 13: Hail strike



Photo 14: Looking toward northwest corner



Photo 15: Looking north



Photo 16: 11 hail strikes in test square opposite south parapet

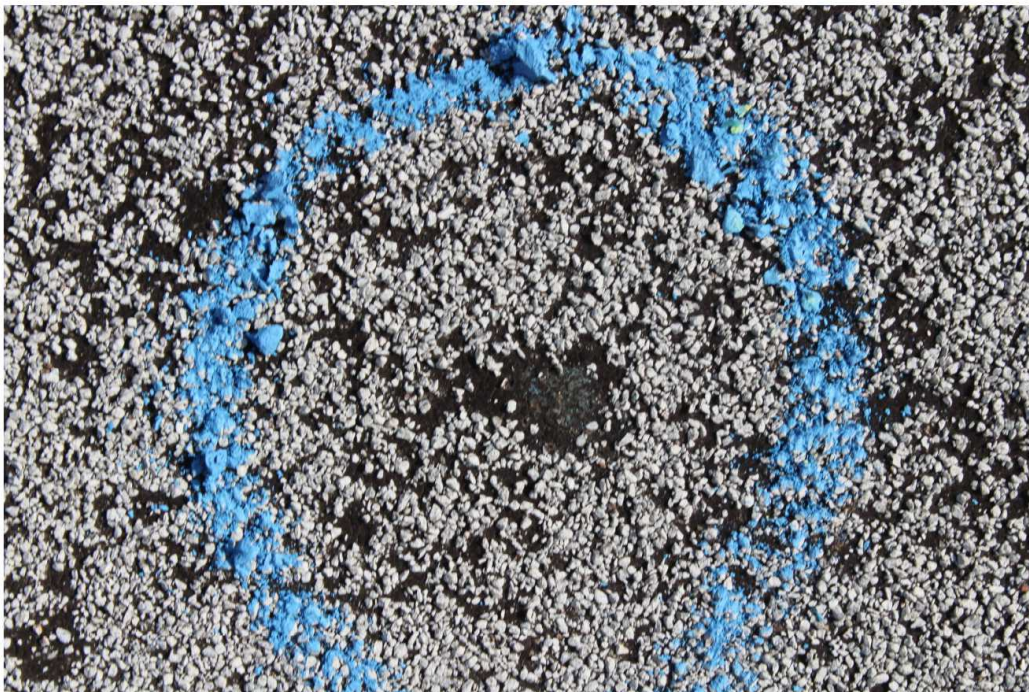


Photo 17: Hail strike

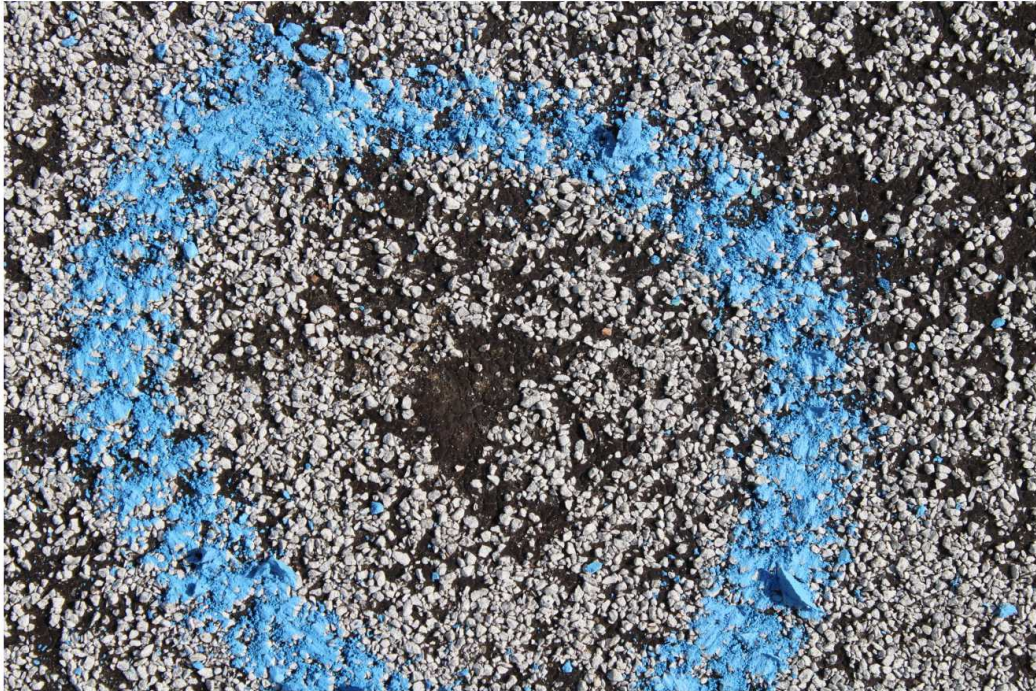


Photo 18: Hail strike



Photo 19: Hail strike

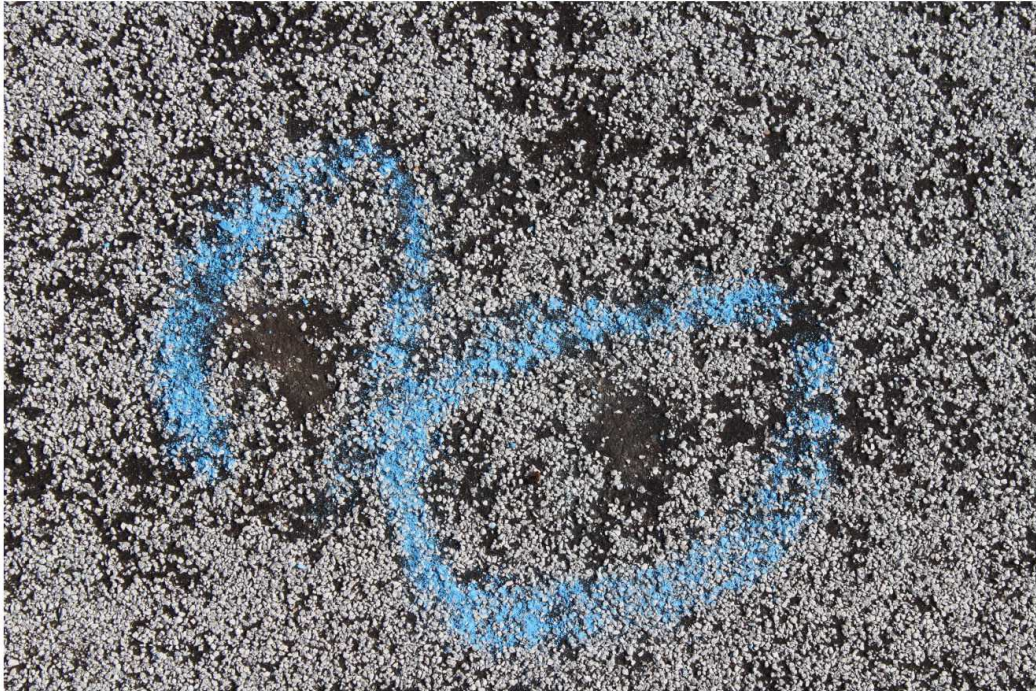


Photo 20: Hail strike

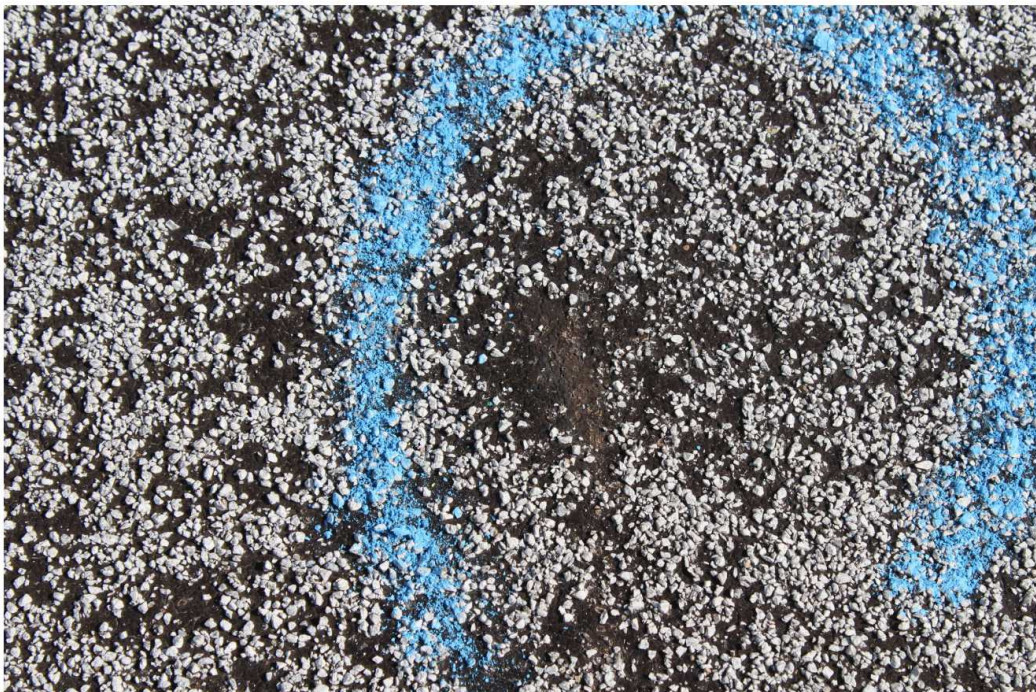


Photo 21: Hail strike



Photo 22: Hail strike



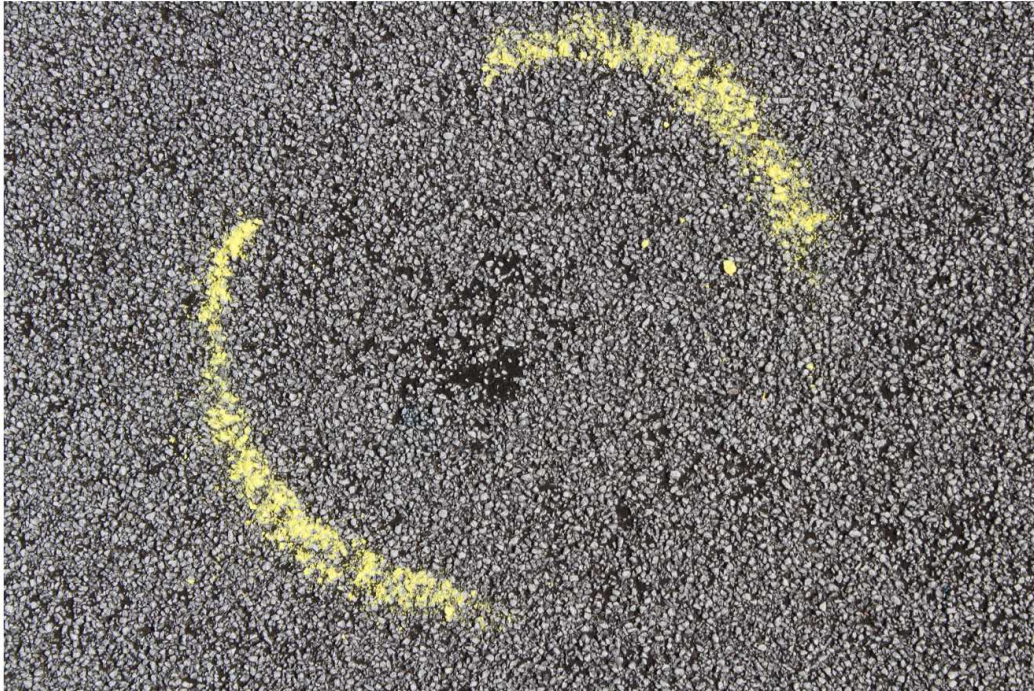


Photo 24: Hail strike



Photo 25: Hail strike



Photo 26: Hail strikes



Photo 27: Hail strikes



Photo 28: Scrape mark



Photo 29: No hail strikes on vent hood



Photo 30: No hail strikes on parapet cap



Photo 31: HVAC unit

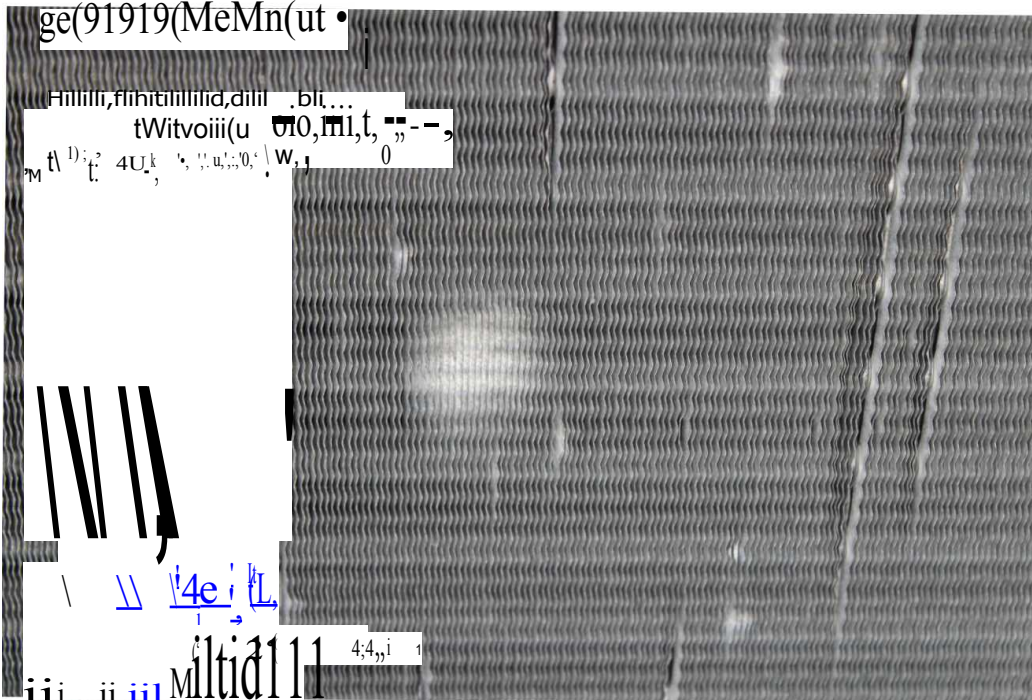


Photo 32: Hail strikes flattened condenser fins



Photo 33: HVAC unit



Photo 34: Hail strikes flattened condenser fins



Photo 35: Hail strikes flattened condenser fins



Photo 36: Certain HVAC units have hail guards

ATTACHMENT B

WEATHER DATA

STORM EVENTS DATABASE

7/23/23, 6:46 PM

Storm Events Database - Search Results | National Centers for Environmental Information

Storm Events Database

Search Results for Harris County, Texas

Event Types: [Hail](#)

24 events were reported between 08/10/2020 and 05/19/2023 (1013 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	7
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

Column Definitions:

'Mag': Magnitude, 'Dth': Deaths, 'Inj': Injuries, 'PrD': Property Damage, 'CrD': Crop Damage

Click on **Location** below to display details.Available Event Types have changed over time. Please refer to the [Database Details](#) for more information.

Select: All Hail

Sort By: Date/Time (Oldest) ▼

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
Totals:								0	0	0.00K	0.00K
BUNKER HILL	HARRIS CO.	TX	03/17/2021	10:07	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
HOWELLVILLE	HARRIS CO.	TX	03/17/2021	10:11	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
EUREKA SPGS	HARRIS CO.	TX	03/17/2021	10:12	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
WEST UNIVERSITY PLAC	HARRIS CO.	TX	03/17/2021	10:12	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
WEST UNIVERSITY PLAC	HARRIS CO.	TX	03/17/2021	10:12	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
EUREKA SPGS	HARRIS CO.	TX	03/17/2021	10:15	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
TOMBALL	HARRIS CO.	TX	04/15/2021	18:10	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
HOUSTON HOOKS ARPT	HARRIS CO.	TX	04/15/2021	18:15	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
HOUSTON HOOKS ARPT	HARRIS CO.	TX	04/15/2021	18:20	CST-6	Hail	1.50 in.	0	0	0.00K	0.00K
ACRE HOMES	HARRIS CO.	TX	06/15/2021	16:58	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
ENGLEWOOD	HARRIS CO.	TX	06/15/2021	17:00	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
ACRE HOMES	HARRIS CO.	TX	06/15/2021	17:07	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
DEER PARK	HARRIS CO.	TX	06/15/2021	17:40	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
DEER PARK	HARRIS CO.	TX	03/27/2023	22:40	CST-6	Hail	1.25 in.	0	0	0.00K	0.00K
DEER PARK	HARRIS CO.	TX	03/27/2023	22:55	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
BAY OAKS	HARRIS CO.	TX	03/27/2023	22:55	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
BAYSIDE TERRACE	HARRIS CO.	TX	03/27/2023	23:08	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
KATY	HARRIS CO.	TX	04/05/2023	17:04	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
DELHI	HARRIS CO.	TX	04/05/2023	17:05	CST-6	Hail	2.00 in.	0	0	0.00K	0.00K
BARKER	HARRIS CO.	TX	04/05/2023	17:05	CST-6	Hail	1.50 in.	0	0	0.00K	0.00K
BARKER	HARRIS CO.	TX	04/05/2023	17:06	CST-6	Hail	2.00 in.	0	0	0.00K	0.00K
BARKER	HARRIS CO.	TX	04/05/2023	17:12	CST-6	Hail	2.00 in.	0	0	0.00K	0.00K
BAYSIDE TERRACE	HARRIS CO.	TX	04/15/2023	21:20	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
GENOA	HARRIS CO.	TX	04/27/2023	03:51	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
Totals:								0	0	0.00K	0.00K

7/23/23, 6:57 PM

Storm Events Database - Event Details | National Centers for Environmental Information

Storm Events Database**Event Details:**

Event	Hail
Magnitude	0.75 in.
State	TEXAS
County/Area	HARRIS
WFO	HGX
Report Source	Public
NCEI Data Source	CSV
Begin Date	2021-03-17 10:07 CST-6
Begin Location	1NW BUNKER HILL
Begin Lat/Lon	29.74/-95.54
End Date	2021-03-17 10:07 CST-6
End Location	1NW BUNKER HILL
End Lat/Lon	29.74/-95.54
Deaths Direct/Indirect	0/0 (fatality details below, when available...)
Injuries Direct/Indirect	0/0
Property Damage	0.00K
Crop Damage	0.00K
Episode Narrative	A severe thunderstorm produced hail across Harris County as a cold front traversed SE Texas.
Event Narrative	Penny sized hail was reported.

ADS AND OTHER EXTRANEEOUS MATERIAL REMOVED FOR CLARITY

CoCoRaHS DATABASE

7/23/23, 6:55 PM

CoCoRaHS - Community Collaborative Rain, Hail & Snow Network



COMMUNITY COLLABORATIVE RAIN, HAIL & SNOW NETWORK

"Because every drop counts"

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View Data : List Hail Reports

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- [Condition Monitoring Reports](#)
- [Condition Monitoring Charts](#)
- [Soil Moisture](#)
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- [Days with Hail](#)
- [Search Hail Reports](#)
- [Station Hail Reports](#)
- [Station Precip Summary](#)

- [Water Year Summary](#)
- [Station Precip Summary](#)
- [Station Snow Summary](#)
- [Rainy Days Report](#)
- [Total Precip Summary](#)

- [Station Water Balance](#)
- [Water Balance Summary](#)
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FROST Data

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Search Hail Reports

Station Fields: ☐ Station Number ☐ Station Name

Location: USA Texas HRR - Harris
Hail Stone Size: Select Category Any Size
Date Range:
Start Date: 8/10/2020 **End Date:** 5/19/2023

Searched: Stations in Harris, Texas. Report dates between 8/10/2020 and 5/19/2023.

Showing 1 Records.

Date ▲	Time	Station Number	Station Name	Average	Largest	Photo	State	County	View
4/5/2023	6:25 PM	TX-HRR-27	Bunker Hill Village 3.6 NNW	1/4" Pea Size	NA	--	TX	Harris	

Showing 1 Records.

HAILSTRIKE REPORT

HailStrike
4011 W Plano Pkwy
Suite #105
Plano, TX 75093
support@hailstrike.com



To order additional OneSite reports, visit our website at <http://onesitereport.com> or [contact us](#)

Report No. 55803

Property Owner Information

Property Owner:
Phone:
Address: **10080 Bellaire Boulevard**
City: **Houston**
State: **TX**
Zip: **77072**
County: **Harris**

Property Information

Date of Report: **07-24-2023**
Claim No.:
Carrier:
Property Age:
Roof Age:
Roof Type:

Historical Storm Activity At Location

Lat: 29.705 Lon: -95.5597

All times in the America/Chicago time zone.

Date of Storm	Storm Start	Intensity	Max Size	Storm Speed	Storm Direction
2022-08-18	05:28 PM	3.5	1.00"	23 MPH	NE
2022-03-22	03:25 AM	4.5	1.25"	41 MPH	ENE
2021-08-12	05:03 PM	4.5	1.00"	21 MPH	S
2021-06-02	06:11 PM	3.5	1.00"	23 MPH	ESE
2021-06-02	03:33 PM	5.5	1.00"	24 MPH	ESE
2021-03-17	08:46 AM	7.5	1.00"	17 MPH	E
2019-08-23	01:31 PM	3.5	2.25"	8 MPH	SE
2019-06-29	01:05 PM	4.5	1.25"	26 MPH	NNE
2019-06-29	05:42 AM	5.5	1.25"	15 MPH	SSE
2017-03-29	09:58 AM	5.5	1.00"	4 MPH	ESE
2017-03-29	09:30 AM	5.5	1.00"	18 MPH	ENE
2017-01-20	05:53 PM	6.5	1.00"	37 MPH	ENE
2017-01-20	03:25 PM	3.5	1.00"	41 MPH	ENE
2016-04-17	08:03 PM	3.5	1.50"	15 MPH	ENE
2016-04-17	07:27 PM	4.5	1.50"	15 MPH	S
2016-01-08	04:45 PM	6.5	2.00"	39 MPH	ENE
2016-01-08	03:06 PM	5.5	2.00"	31 MPH	ENE
2015-08-11	02:51 PM	5.5	1.00"	19 MPH	N
2015-08-11	12:44 PM	4.5	1.00"	28 MPH	NE
2015-05-30	11:26 AM	3.5	1.00"	18 MPH	NE
2015-05-25	04:18 PM	8.5	2.00"	37 MPH	ENE
2015-05-25	08:55 AM	4.5	2.00"	29 MPH	E
2015-04-25	02:53 AM	4.5	1.00"	50 MPH	E
2014-10-06	08:59 AM	4.5	1.50"	14 MPH	N
2014-07-03	01:16 PM	3.5	1.25"	7 MPH	E
2013-03-31	09:00 AM	3.5	0.75"	22 MPH	SSE
2013-03-19	08:27 PM	8.5	0.50"	37 MPH	ESE

2012-08-07	09:00 AM	4.5	1.00"	18 MPH	NE
2012-06-29	09:28 AM	4.5	0.75"	22 MPH	SSE
2012-06-28	09:03 AM	3.5	0.50"	10 MPH	ESE
2012-05-11	09:04 AM	7.5	0.50"	15 MPH	E
2012-05-11	09:01 AM	8.5	0.50"	16 MPH	E
2012-04-20	10:26 AM	4.5	0.75"	24 MPH	E
2012-04-02	09:04 AM	6.5	1.25"	7 MPH	E
2012-01-09	08:02 AM	5.5	2"	21 MPH	ENE
2012-01-09	08:01 AM	10.0	2"	28 MPH	ENE
2011-09-29	11:34 AM	3.5	1.50"	13 MPH	NNE
2011-09-29	09:04 AM	6.5	1.50"	17 MPH	NNE
2011-09-29	09:04 AM	5.5	1.50"	20 MPH	N
2011-07-24	09:00 AM	4.5	1.00"	15 MPH	NE
2011-06-05	03:00 PM	5.5	1.00"	19 MPH	ENE
2010-09-25	09:01 AM	6.5	1"	10 MPH	ESE
2010-08-31	10:40 AM	5.5	1"	3 MPH	ESE
2010-08-23	02:34 PM	6.5	2"	8 MPH	NE

Historical Storm Activity Within 2 Miles

Date of Storm	Intensity	Max Size	Storm Speed	Storm Direction
2023-07-02	4.5	1.00"	6 MPH	ENE
2023-06-23	4.5	1.00"	8 MPH	NNE
2023-06-23	4.5	1.00"	10 MPH	NNE
2023-01-07	4.5	1.25"	16 MPH	ESE
2022-09-07	3.5	1.00"	16 MPH	NNE
2022-08-18	4.5	1.00"	15 MPH	ESE
2022-07-14	4.5	1.00"	13 MPH	SE
2022-07-12	5.5	1.00"	19 MPH	ESE
2022-07-12	6.5	1.00"	18 MPH	E
2022-03-22	5.5	1.25"	42 MPH	ENE
2022-03-22	4.5	1.25"	47 MPH	NE
2021-08-16	4.5	1.25"	5 MPH	ESE
2021-08-16	4.5	1.25"	3 MPH	NNE
2021-05-28	4.5	1.00"	25 MPH	ESE
2021-05-18	3.5	1.00"	32 MPH	E
2021-05-16	8.5	1.00"	14 MPH	E
2021-05-16	4.5	1.00"	23 MPH	NNE
2021-03-17	3.5	1.00"	61 MPH	ENE
2019-09-10	4.5	1.00"	7 MPH	SE
2018-10-31	3.5	1.00"	37 MPH	ENE

2018-10-31	3.5	1.00	37 MPH	ENE
2018-05-22	7.5	1.00"	21 MPH	NE
2018-04-03	4.5	1.00"	46 MPH	ESE
2017-07-08	4.5	1.00"	15 MPH	E
2017-05-21	3.5	3.00"	8 MPH	E
2017-03-29	5.5	1.00"	27 MPH	ENE
2017-03-24	4.5	1.00"	32 MPH	ENE
2017-01-20	7.5	1.25"	35 MPH	E
2016-09-10	4.5	1.00"	4 MPH	N
2016-06-18	4.5	1.50"	13 MPH	ENE
2016-04-21	5.5	1.25"	29 MPH	NE
2016-04-21	4.5	1.25"	18 MPH	N
2016-04-17	3.5	1.00"	25 MPH	ENE
2015-08-25	4.5	1.25"	23 MPH	NE
2015-08-16	8.5	1.00"	12 MPH	NE
2015-08-16	5.5	1.00"	15 MPH	SE
2015-08-11	5.5	1.00"	25 MPH	NE
2015-05-30	4.5	1.00"	6 MPH	NNE
2015-05-30	5.5	1.00"	15 MPH	E
2015-05-25	3.5	2.00"	62 MPH	E
2015-05-24	4.5	1.00"	53 MPH	S
2015-04-19	4.5	1.00"	27 MPH	ESE
2015-04-16	5.5	1.00"	25 MPH	E
2015-04-16	4.5	1.00"	23 MPH	E
2014-09-07	4.5	1.00"	24 MPH	ESE
2014-08-11	5.5	1.25"	18 MPH	E
2014-07-03	7.5	1.25"	8 MPH	ESE
2014-07-03	4.5	1.25"	23 MPH	ENE
2014-07-02	3.5	1.25"	16 MPH	NE
2013-10-26	6.5	1.00"	32 MPH	ESE
2013-06-09	4.5	1.00"	26 MPH	ENE
2013-04-27	6.5	1.25"	14 MPH	ESE
2013-03-31	3.5	0.75"	27 MPH	SE
2012-11-05	6.5	1.00"	44 MPH	SE
2012-09-12	4.5	1.00"	24 MPH	ESE
2012-08-17	3.5	1.50"	10 MPH	SSE
2012-08-07	3.5	1.00"	16 MPH	ENE
2012-07-07	5.5	1"	26 MPH	E
2012-06-28	3.5	0.50"	2 MPH	NE

2012-06-28	4.5	0.50"	6 MPH	N
2012-06-16	3.5	0.50"	14 MPH	NNE
2012-06-16	3.5	0.50"	17 MPH	NE
2012-05-11	6.5	0.50"	15 MPH	E
2012-04-20	5.5	0.75"	23 MPH	E
2012-04-20	3.5	0.75"	24 MPH	E
2012-04-02	4.5	1.25"	19 MPH	NE
2012-04-02	8.5	1.25"	20 MPH	NE
2012-04-02	4.5	0.50"	31 MPH	N
2012-02-17	3.5	0.50"	34 MPH	E
2012-02-03	6.5	0.50"	2 MPH	E
2012-02-03	4.5	0.50"	22 MPH	E
2012-02-03	4.5	0.50"	11 MPH	NE
2011-11-15	5.5	1.00"	33 MPH	NE
2011-07-06	3.5	1.00"	8 MPH	N
2011-06-05	4.5	1.00"	20 MPH	ENE
2010-07-25	5.5	1"	5 MPH	ENE
2010-07-18	3.5	1"	19 MPH	E
2010-07-17	3.5	1"	16 MPH	ESE
2010-07-06	4.5	1"	9 MPH	E
2010-05-28	3.5	1"	12 MPH	NE

VERIFY THIS REPORT

Enter this code at:
hailstrike.com/verify

Dynamic Weather Solutions, Inc. ("DWS") accumulates and compiles reporting data from various sources including, but not limited to: National Weather Service ("NWS"), the Storm Prediction Center ("SPC"), the National Climatic Data Center ("NCDC"), internet sources, and live witness resources. This report and the reports we provide (the "Content") represent the most accurate representation for storm activity based upon such resources. Although extra steps have been taken to ensure the accuracy of these reports, we cannot guarantee the absolute accuracy of the information being provided, nor can we be held responsible for inaccurate data that we receive, including errors in the reporting sources, the sources' equipment, or the accuracy of their information. DWS specifically disclaims all warranties, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the Content. In no event will DWS be liable for any general, special, indirect, incidental or consequential damages, even if DWS has been advised of the possibility of such damages.

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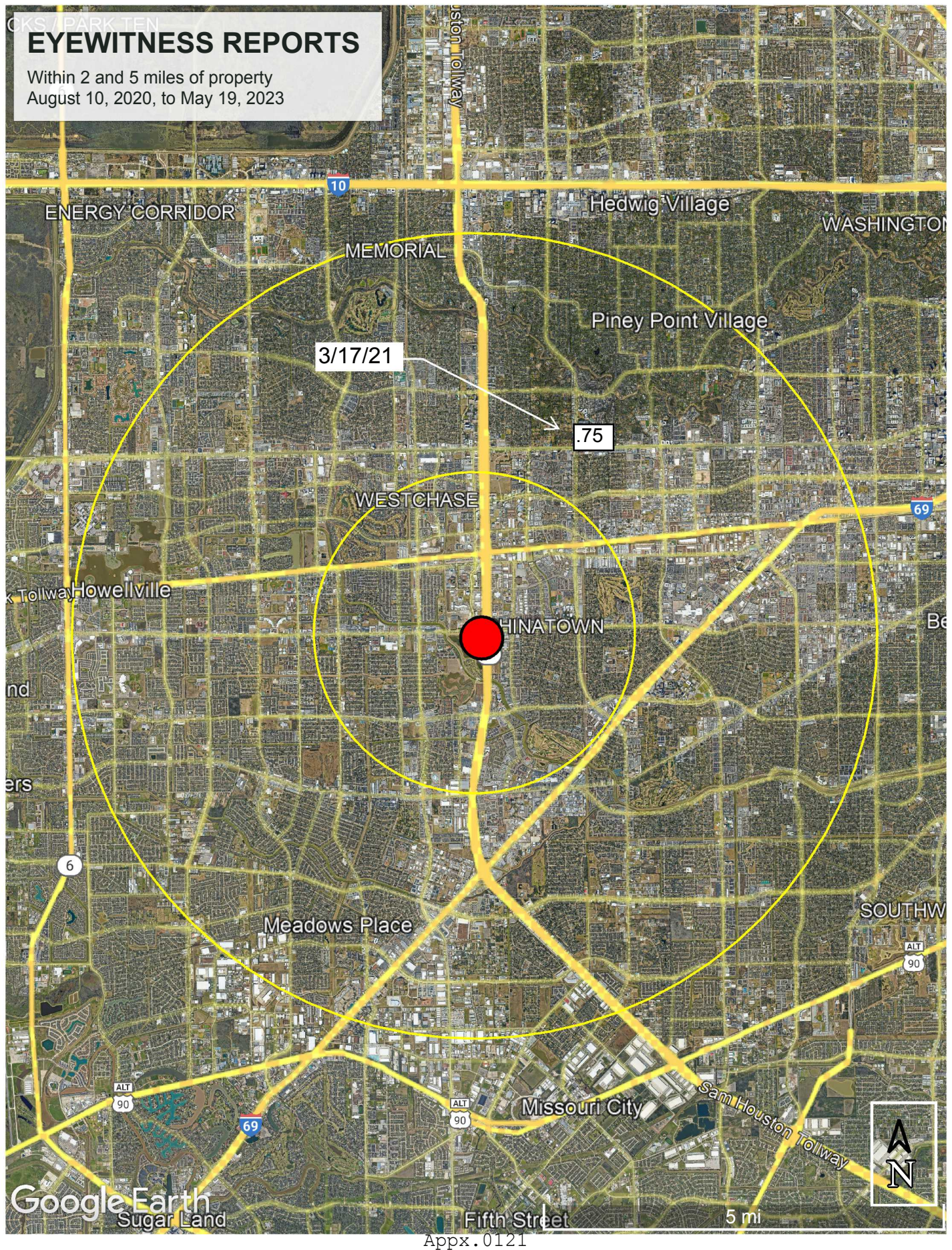
Weather Data Verified By



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HAIL MAPS

Note: Using different editions of software may result in lost data. If the white rectangle around the North arrow at the lower right hand corner of a map is missing, please contact admin@gt-forensics.com or 985-690-6008 for further assistance.



SWDI NEXRAD SIGNATURES

MARCH 17, 2021

Within 2 and 5 miles of property

Number in box shows maximum estimated size hail (MESH)

Empty box indicates incomplete information

"X" outside 5 mile radius not considered for mapping

50% or greater hail probability

Less than 50% hail probability
or incomplete information

Eyewitness report

About 10 AM local time

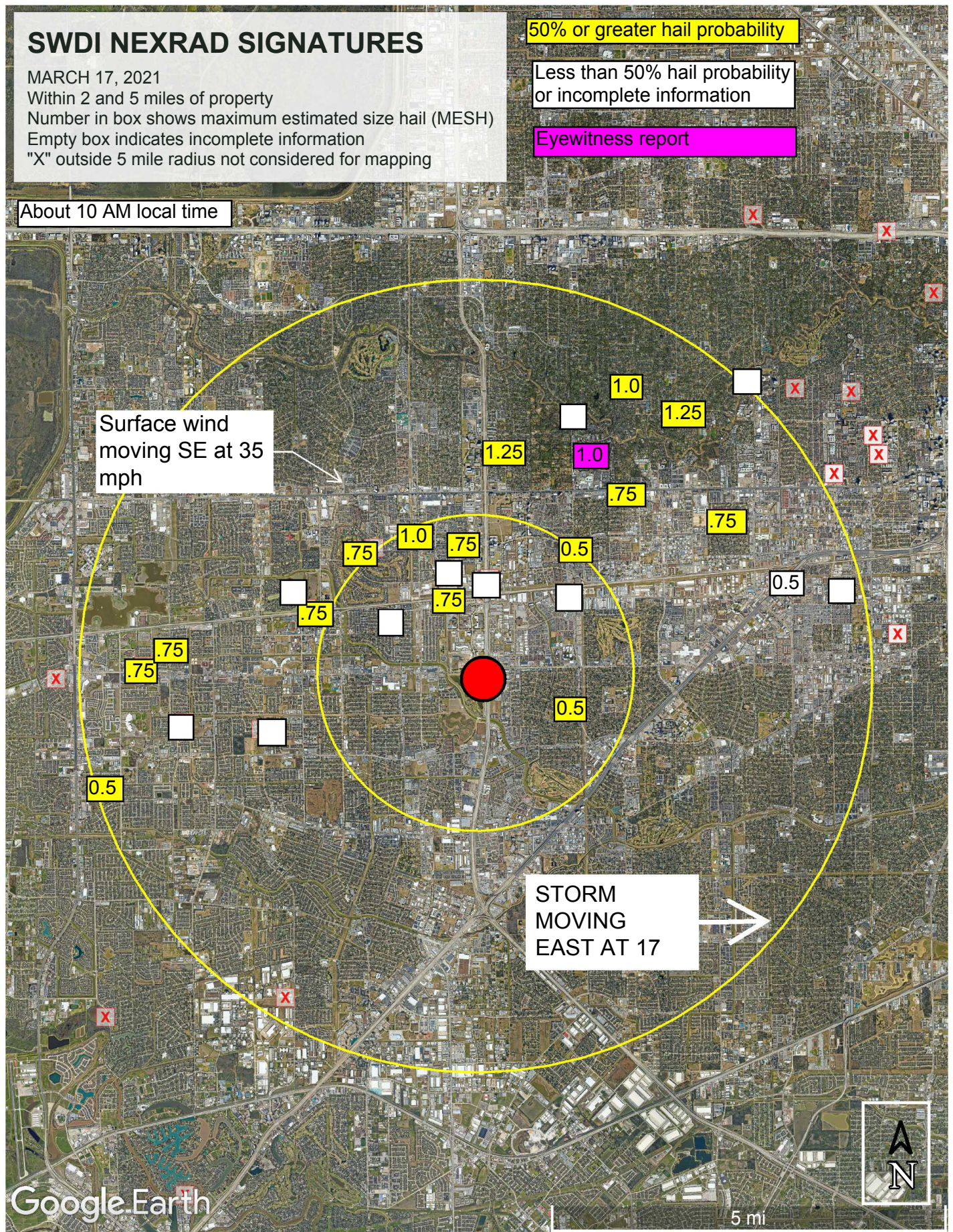
Surface wind
moving SE at 35
mph

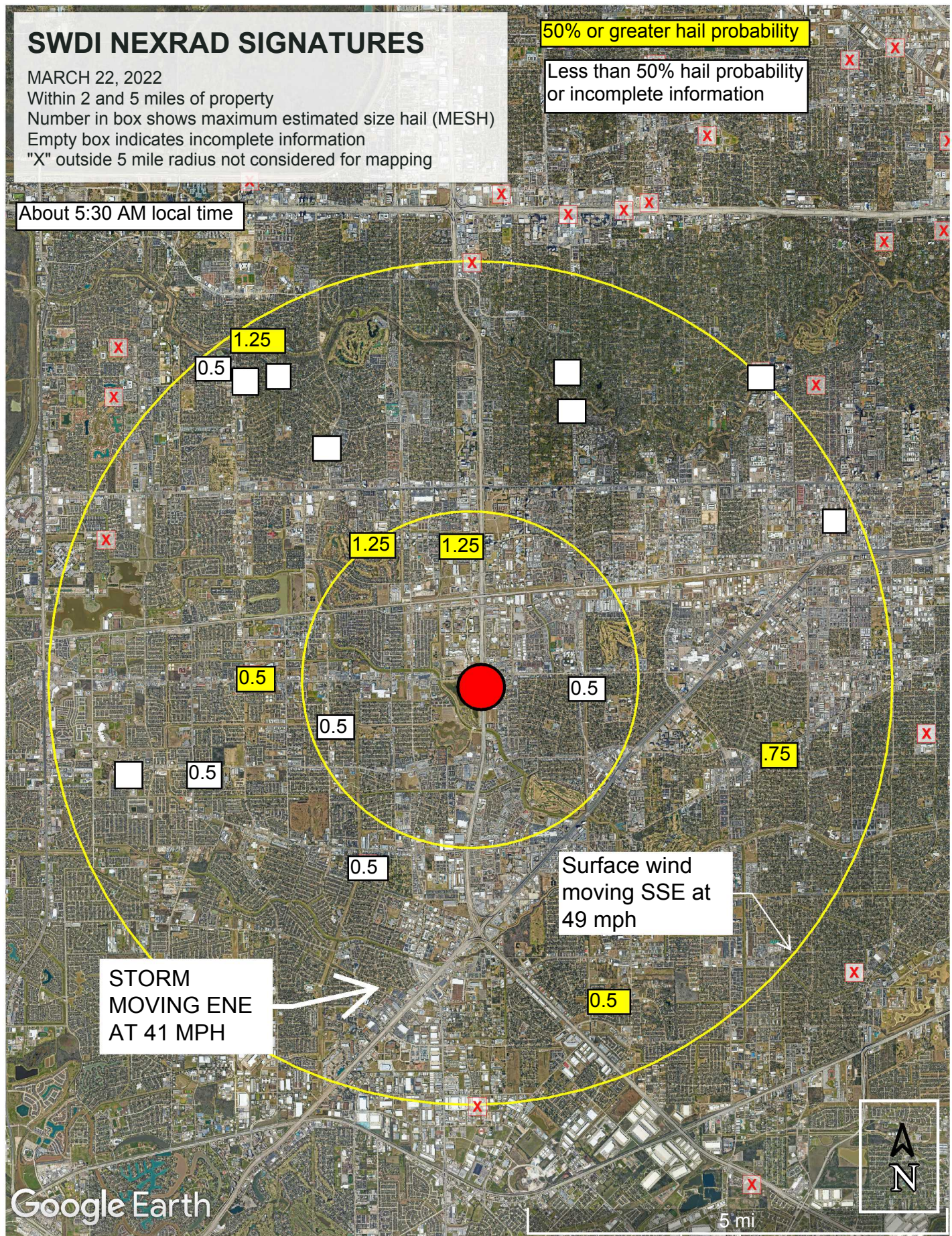
STORM
MOVING
EAST AT 17

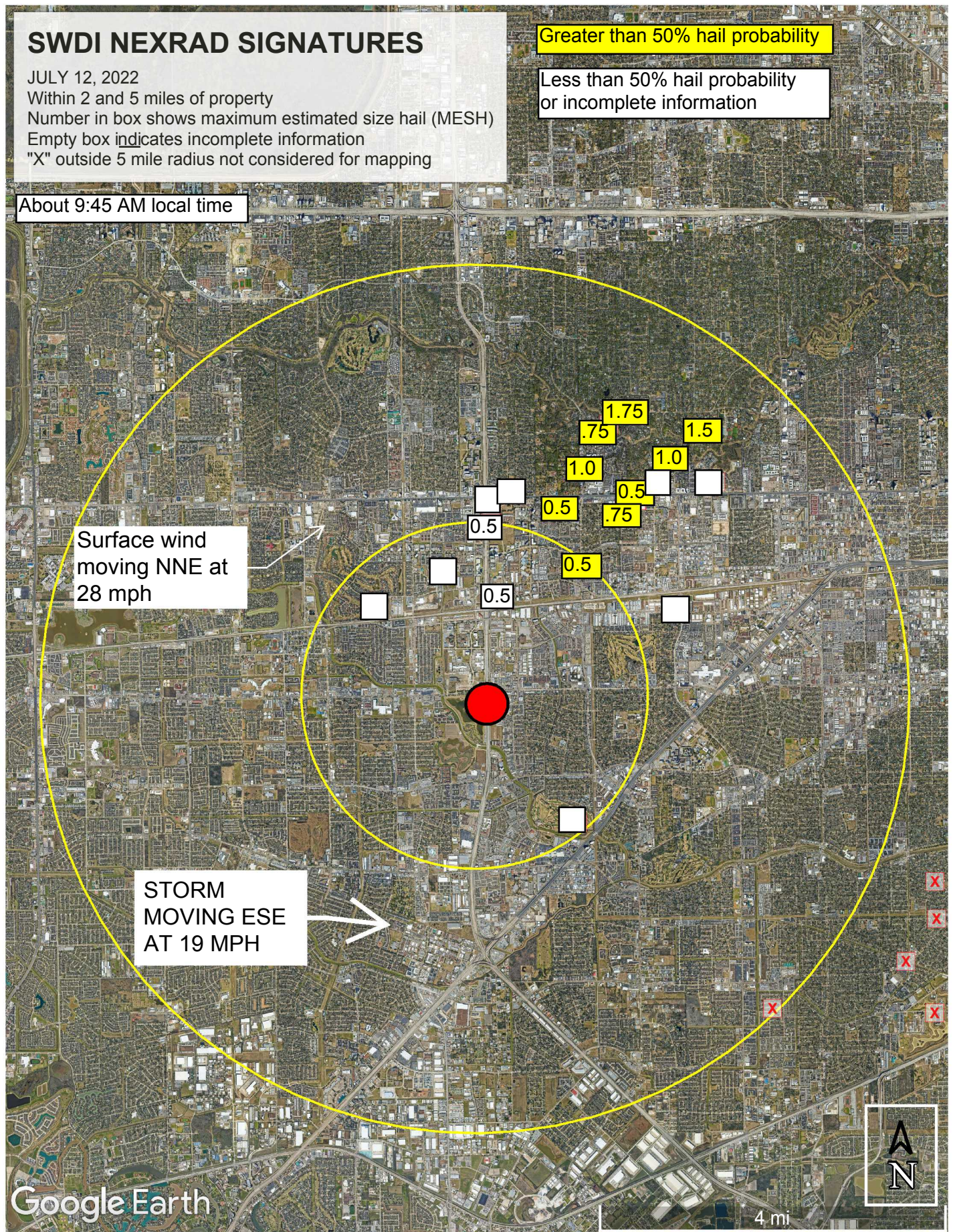
Google Earth

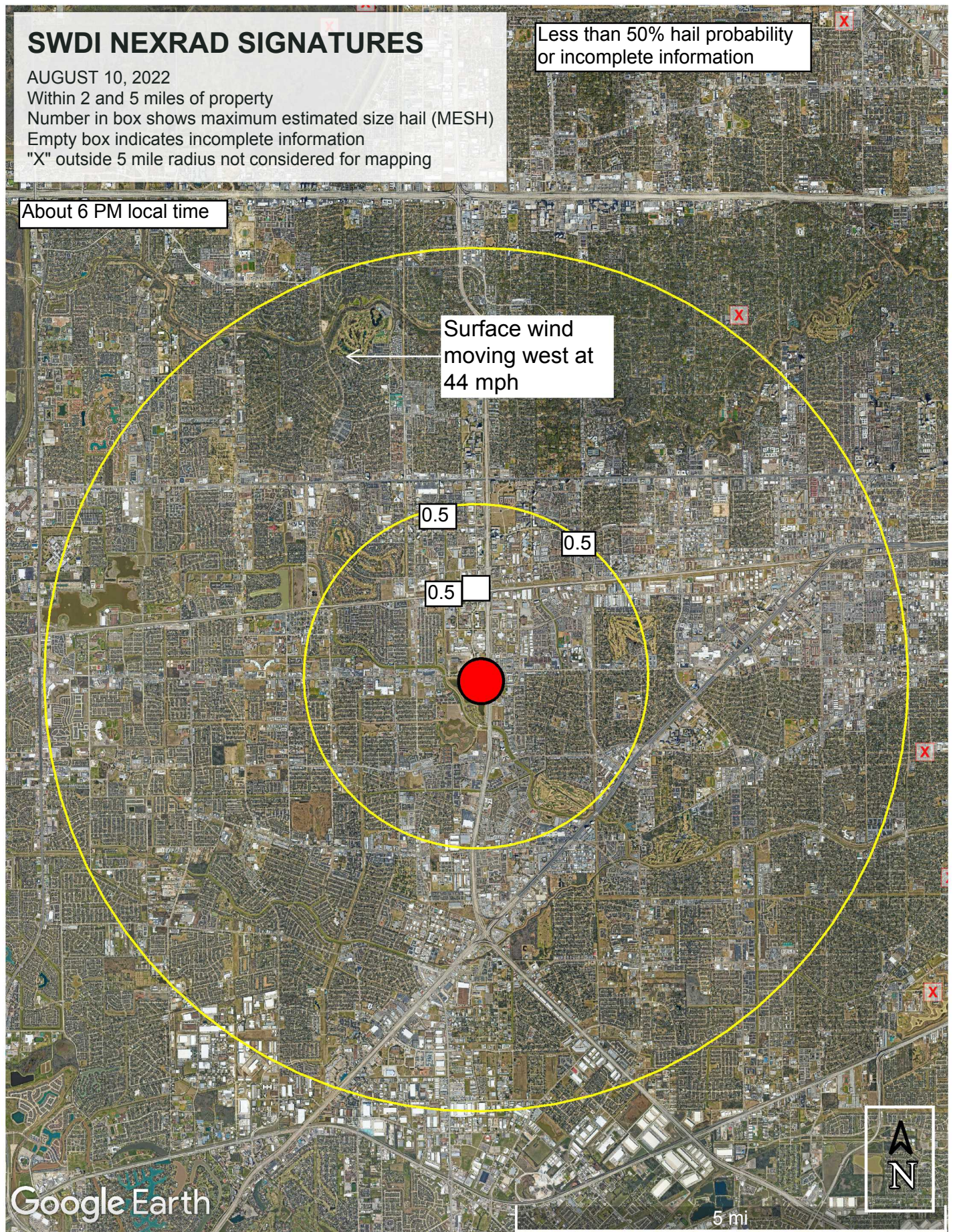
5 mi

Appx. 0122









WIND DATA

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Local Climatological Data
Daily Summary
March 2021

Generated on 07/24/2023

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 77 ft. Lat: 29.6197° N Lon: -95.6575° W

Station: **HOUSTON SUGARLAND MEM, TX US WBAN: 72254312977 (KSGR)**

Date	Temperature (F)							Degree Days (base 65F)		Sun (LST)		Weather	Precipitation (in)			Pressure (inHg)		Wind	Maximum Wind Speed = MPH									
	Max	Min	Avg	Dep	ARH	ADP	AWB	Heat	Cool	Rise	Set		TLC	Snow Fall	Snow Depth	Avg Stn	Avg SL		Avg Speed	Direction = Degrees								
																				Peak Speed	Peak Dir	Sust. Speed	Sust. Dir					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23						
01	73	53	63	4.3				2	0	0649	1822	RA BR	0.64	0.0	0	29.96		12.7	36	030	26	030						
02	67	50	59	0.2				6	0	0648	1823	RA	0.01	0.0	0	30.06		10.8	27	360	21	020						
03	70	42*	56	-3.0				9	0	0646	1823		0.00	0.0	0	30.06		4.5	14	160	13	150						
04	73	44	59	-0.2				6	0	0645	1824		0.00	0.0	0	29.97		6.5	20	160	16	150						
05	79	55	67	7.6				0	2	0644	1825	BR	0.00	0.0	0	29.88		7.7	25	020	21	020						
06	72	54	63	3.4				2	0	0643	1825		0.00	0.0	0	30.11		11.3	25	030	21	030						
07	70	43	57	-2.8				8	0	0642	1826		0.00	0.0	0	30.25		7.0	21	120	16	140						
08	75	43	59	-1.0				6	0	0641	1827		0.00	0.0	0	30.28		6.9	21	150	17	150						
09	77	60	69	8.8				0	4	0640	1827		0.00	0.0	0	30.14		12.7	29	150	23	160						
10	80	62	71	10.6				0	6	0639	1828	RA HZ	0.01	0.0	0	29.99		13.6	35	160	24	170						
11	82	70	76	15.4				0	11	0637	1828		0.00	0.0	0	30.02		13.7	29	170	22	160						
12	85	69	77	16.2				0	12	0636	1829		T	0.0	0	30.07		14.4	32	150	23	140						
13	83	67	75	14.0				0	10	0635	1830		0.00	0.0	0	29.96		14.3	32	160	24	160						
14	76	58	67	5.8				0	2	0634	1830	RA BR	0.28	0.0	0	29.81		9.4	31	160	25	150						
15	82	59	71	9.6				0	6	0633	1831	RA FG BR	0.02	0.0	0	29.80		3.8	15	170	13	170						
16	82	68	75	13.4				0	10	0632	1832	RA FG BR	T	0.0	0	29.68		8.4	22	170	18	170						
17	81	58	70	8.2				0	5	0630	1832	TS RA FG BR																
18	69	50	60	-2.0				5	0	0629	1833		0.00	0.0	0	30.04		12.7	34	320	24	350						
19	69	45	57	-5.2				8	0	0628	1833		0.00	0.0	0	30.16		9.7	23	340	18	340						
20	70	43	57	-5.4				8	0	0627	1834		0.00	0.0	0	30.16		6.2	22	030	15	020						
21	73	44	59	-3.6				6	0	0626	1835		0.00	0.0	0	30.02		7.0	37	210	17	140						
22	77	60	69	6.2				0	4	0624	1835	RA	T	0.0	0	29.73		12.7	32	150	26	140						
23	84	58	71	8.0				0	6	0623	1836	TS RA	0.16	0.0	0	29.66		4.8	23	350	16	350						
24	71	60	66	2.8				0	1	0622	1836	RA BR	0.02	0.0	0	29.57		10.2	25	100	20	100						
25	80	56	68	4.6				0	3	0621	1837	BR	0.00	0.0	0	29.70		8.9	27	340	21	340						
26	86*	51	69	5.4				0	4	0620	1838	BR HZ	0.00	0.0	0	29.80		9.0	22	140	18	140						
27	85	72	79	15.2				0	14	0618	1838	BR	0.00	0.0	0	29.77		9.9	28	160	22	170						
28	76	50	63	-1.0				2	0	0617	1839	RA BR	0.11	0.0	0	30.08		7.6	33	010	25	020						
29	75	46	61	-3.2				4	0	0616	1839	BR	0.00	0.0	0	30.00		6.6	16	080	15	140						
30	84	65	75	10.6				0	10	0615	1840	BR	T	0.0	0	29.82		11.9	30	190	24	180						
31	79	61	70	5.4				0	5	0614	1841	RA BR	T	0.0	0	30.06		10.5	34	040	28	040						
	76.9	55.4	66.2							Monthly Averages Totals			1.83			29.95	30.06	9.6										
	4.6	4.1	4.4							Departure from Normal (1981-2010)			-1.42s															
Degree Days												Number of days with...																
	Monthly				Season-to-date			Temperature				Precipitation				Snow		Weather										
	Total		Departure		Total		Departure		Max		<=32°		Min		<=32°		<=0°		>=0.01"		>=0.1"		>=1"		T-Storms		Heavy Fog	
Heating	75		-82		1029				>=90°		0		0		0		9		5		0		2		1			
Cooling	111		53		180				0		0		0		9		5		0		2		1					
Date of 5-sec to 3-sec wind equipment change								Sea Level Pressure								Greatest...												
2007-06-22												Date		Time		24-Hr...				Snow Depth								
								Maximum				30.47		08		1128		Precip		Snowfall								
								Minimum				29.56		25		0219		0.65										
																Date												
01-02																												
Station Augmentation																												
Name:N/A Lat: N/A Lon: N/A Elevation: N/A Distance: N/A Elements: N/A Equipment: N/A																												

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Local Climatological Data
Daily Summary
March 2022
Generated on 07/24/2023

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 77 ft. Lat: 29.6197° N Lon: -95.6575° W

Station: **HOUSTON SUGARLAND MEM, TX US WBAN: 72254312977 (KSGR)**

Date	Temperature (F)							Degree Days (base 65F)		Sun (LST)		Weather	Precipitation (in)			Pressure (inHg)		Wind	Maximum Wind Speed = MPH												
																			Direction = Degrees												
	Max	Min	Avg	Dep	ARH	ADP	AWB	Heat	Cool	Rise	Set	Weather Type	TLC	Snow Fall	Snow Depth	Avg Stn	Avg SL	Avg Speed	Peak Speed	Peak Dir	Sust. Speed	Sust. Dir									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23									
01	73	36	55	-3.7				10	0	0649	1822	BR HZ	0.00	0.0	0	30.11		3.0	20	150	15	140									
02	77	41	59	0.2				6	0	0648	1823	BR HZ	0.00	0.0	0	30.07		3.8	19	110	15	140									
03	79	55	67	8.0				0	2	0646	1823	HZ	0.00	0.0	0	30.05		5.7	21	300	17	140									
04	80	60	70	10.8				0	5	0645	1824	BR HZ	0.00	0.0	0	29.99		10.7	29	150	23	140									
05	83	69	76	16.6				0	11	0644	1825	RA HZ	T	0.0	0	29.89		13.1	35	180	25	160									
06	85	71	78	18.4				0	13	0643	1825	BR HZ	T	0.0	0	29.83		14.1	35	170	26	170									
07	75	53	64	4.2				1	0	0642	1826	RA	0.06	0.0	0	29.99		13.7	32	010	24	020									
08	53	47	50	-10.0				15	0	0641	1827	TS RA BR HZ	0.26	0.0	0	29.90		11.5	27	020	20	020									
09	62	45	54	-6.2				11	0	0640	1827		0.00	0.0	0	29.89		6.8	24	010	20	020									
10	76	42	59	-1.4				6	0	0639	1828		0.00	0.0	0	29.83		6.6	21	160	18	160									
11	65	40	53	-7.6				12	0	0637	1828		T	0.0	0	29.93		13.5	44	330	30	350									
12	60	33*	47	-13.8				18	0	0636	1829		0.00	0.0	0	30.32		7.0	38	360	29	010									
13	68	35	52	-9.0				13	0	0635	1830		0.00	0.0	0	30.17		7.9	28	130	21	160									
14	81	58	70	8.8				0	5	0634	1830	TS RA	0.07	0.0	0	29.98		11.8	41	290	29	300									
15	76	53	65	3.6				0	0	0633	1831	BR	0.02	0.0	0	29.99		9.1	34	310	21	310									
16	81	47	64	2.4				1	0	0632	1832	HZ	0.00	0.0	0	29.87		5.9	22	190	17	180									
17	79	55	67	5.2				0	2	0630	1832	RA BR	0.07	0.0	0	29.68		11.3	30	140	23	160									
18	73	57	65	3.0				0	0	0629	1833	BR HZ	0.00	0.0	0	29.91		12.3	36	330	24	330									
19	79	44	62	-0.2				3	0	0628	1833		0.00	0.0	0	30.08		5.0	26	070	17	040									
20	78	45	62	-0.4				3	0	0627	1834		0.00	0.0	0	30.03		9.3	31	150	23	140									
21	79	66	73	10.4				0	8	0626	1835	RA HZ	0.13	0.0	0	29.67		16.8	41	160	31	150									
22	76	52	64	1.2				1	0	0624	1835	TS RA BR	1.38	0.0	0	29.68		12.9	49	340	31	350									
23	71	46	59	-4.0				6	0	0623	1836		0.00	0.0	0	29.90		7.4	28	300	20	350									
24	71	47	59	-4.2				6	0	0622	1836		0.00	0.0	0	29.91		8.2	30	310	21	280									
25	85	45	65	1.6				0	0	0621	1837		0.00	0.0	0	29.98		3.2	17	070	14	140									
26	87*	53	70	6.4				0	5	0620	1838	FG BR	0.00	0.0	0	29.93		8.8	22	190	16	180									
27	85	60	73	9.2				0	8	0618	1838		0.00	0.0	0	29.91		11.1	27	220	20	230									
28	84	61	73	9.0				0	8	0617	1839		0.00	0.0	0	29.93		10.9	33	170	22	170									
29	85	72	79	14.8				0	14	0616	1839		T	0.0	0	29.67		18.3	39	170	29	160									
30	86	61	74	9.6				0	9	0615	1840	RA	0.11	0.0	0	29.52		13.7	37	300	28	170									
31	78	50	64	-0.6				1	0	0614	1841		0.00	0.0	0	29.78		5.7	28	020	18	020									
Monthly Averages Totals													0.11			29.91		30.03	9.6												
Departure from Normal (1981-2010)													-3.14s																		
Degree Days											Number of days with...																				
		Monthly			Season-to-date							Temperature				Precipitation			Snow		Weather										
		Total		Departure		Total		Departure						Max		<=32°		<=32°		<=0°		>=0.01"		>=0.1"		>=1"		T-Storms		Heavy Fog	
Heating		117		-40		974								>=90°		0		0		0		1s		1s		0		3		1	
Cooling		87		29		128								0		0		0				1s		1s		0		3		1	
Date of 5-sec to 3-sec wind equipment change								Sea Level Pressure								Greatest...															
2007-06-22												Date		Time		24-Hr...				Snow Depth											
								Maximum				30.53		12		1121		Precip		Snowfall											
								Minimum				29.53		30		0323		0.11													
																30-30															
Station Augmentation																															
Name: N/A Lat: N/A Lon: N/A Elevation: N/A Distance: N/A Elements: N/A Equipment: N/A																															

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Local Climatological Data
Daily Summary
July 2022

Generated on 07/24/2023

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 77 ft. Lat: 29.6197° N Lon: -95.6575° W

Station: **HOUSTON SUGARLAND MEM, TX US WBAN: 72254312977 (KSGR)**

Date	Temperature (F)							Degree Days (base 65F)		Sun (LST)		Weather	Precipitation (in)			Pressure (inHg)		Wind	Maximum Wind Speed = MPH										
	Max	Min	Avg	Dep	ARH	ADP	AWB	Heat	Cool	Rise	Set	Weather Type	TLC	Snow Fall	Snow Depth	Avg Stn	Avg SL	AVg Speed	Direction = Degrees										
																			Peak Speed	Peak Dir	Sust. Speed	Sust. Dir							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23							
01	90	78	84	0.9				0	19	0526	1927	TS RA	T	0.0	0	29.82		7.5	18	180	14	160							
02	97	78	88	4.8				0	23	0526	1927	TS RA	0.05	0.0	0	29.83		9.7	28	200	21	170							
03	99	76	88	4.8				0	23	0527	1927		0.00	0.0	0	29.91		7.7	25	150	18	150							
04	100	76	88	4.7				0	23	0527	1927		0.00	0.0	0	29.91		9.1	24	210	18	170							
05	100	77	89	5.7				0	24	0528	1927		0.00	0.0	0	29.87		9.1	24	160	20	150							
06	99	76	88	4.6				0	23	0528	1927		0.00	0.0	0	29.85		8.2	25	180	18	170							
07	99	77	88	4.6				0	23	0528	1926	RA	T	0.0	0	29.86		7.2	25	170	20	170							
08	102	76	89	5.6				0	24	0529	1926		0.00	0.0	0	29.90		6.8	26	160	21	170							
09	103	78	91	7.5				0	26	0529	1926		0.00	0.0	0	29.90		6.7	24	180	18	180							
10	105*	79	92	8.5				0	27	0530	1926		0.00	0.0	0	29.78		8.0	27	180	20	180							
11	103	82	93	9.5				0	28	0530	1926	TS RA	T	0.0	0	29.72		8.8	25	190	18	200							
12	103	80	92	8.4				0	27	0531	1925	TS RA	0.22	0.0	0	29.77		5.7	28	190	21	200							
13	101	77	89	5.4				0	24	0531	1925		T	0.0	0	29.85		6.2	32	140	25	140							
14	100	77	89	5.4				0	24	0532	1925	TS RA	0.05	0.0	0	29.91		5.5	35	360	25	350							
15	91	75	83	-0.6				0	18	0532	1924	TS RA	T	0.0	0	29.93		7.1	26	160	20	140							
16	100	74	87	3.4				0	22	0533	1924		0.00	0.0	0	29.88		6.5	23	190	17	180							
17	100	74*	87	3.3				0	22	0533	1924	BR	0.00	0.0	0	29.84		6.8	26	160	21	170							
18	102	77	90	6.3				0	25	0534	1923		0.00	0.0		29.85		9.1	26	210	17	200							
19	101	79	90	6.3				0	25	0535	1923		0.00	0.0	0	29.83		10.2	29	170	22	170							
20	103	78	91	7.3				0	26	0535	1922		0.00	0.0	0	29.80		10.4	29	170	22	170							
21	102	76	89	5.3				0	24	0536	1922		0.00	0.0	0	29.82		8.1	26	180	21	180							
22	99	76	88	4.3				0	23	0536	1921	TS RA	0.01	0.0	0	29.88		6.4	31	130	23	130							
23	98	76	87	3.3				0	22	0537	1921	TS RA	0.02	0.0	0	29.91		6.8	29	150	21	180							
24	99	76	88	4.3				0	23	0537	1920		0.00	0.0	0	29.91		8.1	24	140	21	150							
25	99	76	88	4.2				0	23	0538	1920		0.00	0.0	0	29.91		8.2	26	170	20	160							
26	99	75	87	3.2				0	22	0539	1919	TS	0.00	0.0	0	29.88		7.8	28	160	22	160							
27	97	77	87	3.2				0	22	0539	1919	TS RA	0.54	0.0	0	29.88		5.3	24	190	18	200							
28	96	76	86	2.2				0	21	0540	1918	TS RA BR	0.66	0.0	0	29.87		6.9	39	180	30	170							
29	95	76	86	2.2				0	21	0540	1917	TS RA	0.25	0.0	0	29.92		6.3	48	250	29	240							
30	96	76	86	2.2				0	21	0541	1917		0.00	0.0	0	29.96		7.6	25	160	20	160							
31	99	75	87	3.2				0	22	0542	1916		0.00	0.0	0	29.96		7.5	28	170	21	160							
	99.3	76.7	88.0							Monthly Averages Totals			1.80			29.86	29.98	7.6											
	6.3	2.5	4.4							Departure from Normal (1981-2010)			-2.56s																
Degree Days											Number of days with...																		
		Monthly			Season-to-date							Temperature				Precipitation			Snow		Weather								
		Total		Departure		Total		Departure				Max		Min															
Heating		0		0		0						>=90°		<=32°		<=32°		<=0°		>=0.01"		>=0.1"		>=1"		T-Storms		Heavy Fog	
Cooling		713		136		2287						31		0		0		0		8		4		0		12			
Date of 5-sec to 3-sec wind equipment change								Sea Level Pressure								Greatest...													
2007-06-22												Date		Time		24-Hr...				Snow Depth									
								Maximum				30.12		31		1101		Precip		Snowfall									
								Minimum				29.74		11		1743		0.88											
														Date															
Station Augmentation														27-28															
Name: N/A Lat: N/A Lon: N/A Elevation: N/A Distance: N/A Elements: N/A Equipment: N/A																													

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite, Data, and Information Service

Local Climatological Data
Daily Summary
August 2022
Generated on 07/24/2023

National Centers for Environmental Information
151 Patton Avenue
Asheville, North Carolina 28801

Current Location: Elev: 77 ft. Lat: 29.6197° N Lon: -95.6575° W

Station: **HOUSTON SUGARLAND MEM, TX US WBAN: 72254312977 (KSGR)**

Date	Temperature (F)							Degree Days (base 65F)		Sun (LST)		Weather		Precipitation (in)			Pressure (inHg)		Wind		Maximum Wind Speed = MPH						
	Max	Min	Avg	Dep	ARH	ADP	AWB	Heat	Cool	Rise	Set	Weather Type	TLC	Snow Fall	Snow Depth	Avg Stn	Avg SL	Avg Speed	Peak Speed	Peak Dir	Direction = Degrees		Sust. Speed	Sust. Dir			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23					
01	95	76	86	2.2				0	21	0542	1915	TS RA	T	0.0	0	29.93		7.2	28	200	22	180					
02	100	76	88	4.2				0	23	0543	1915		0.00	0.0	0	29.88		9.7	24	180	20	170					
03	99	78	89	5.2				0	24	0543	1914		0.00	0.0	0	29.82		10.5	29	200	21	180					
04	100	77	89	5.2				0	24	0544	1913	TS	0.00	0.0	0	29.83		8.4	22	180	16	190					
05	92	77	85	1.2				0	20	0545	1912	RA	0.05	0.0	0	29.87		4.6	20	120	16	150					
06	93	75	84	0.2				0	19	0545	1911	TS RA BR	0.39	0.0	0	29.93		4.8	26	170	22	160					
07	97	76	87	3.2				0	22	0546	1911		0.00	0.0	0	29.98		7.2	27	130	21	140					
08	98	75	87	3.2				0	22	0546	1910	TS	0.00	0.0	0	29.95		6.4	28	130	21	170					
09	98	75	87	3.2				0	22	0547	1909	TS	0.00	0.0	0	29.92		6.1	24	160	18	160					
10	100	74	87	3.2				0	22	0547	1908	TS RA BR	0.62	0.0	0	29.95		5.0	44	080	30	060					
11	95	74	85	1.3				0	20	0548	1907	TS	0.00	0.0	0	29.89		5.7	21	150	17	150					
12	96	77	87	3.3				0	22	0549	1906	TS RA	0.02	0.0	0	29.86		5.5	27	360	20	360					
13	94	78	86	2.3				0	21	0549	1905		T	0.0	0	29.85		9.8	32	130	22	130					
14	93	79	86	2.3				0	21	0550	1904	RA	0.01	0.0	0	29.86		8.4	36	160	26	180					
15	97	76	87	3.4				0	22	0550	1903		0.00	0.0	0	29.84		7.7	22	160	17	150					
16	99	74	87	3.4				0	22	0551	1902		0.00	0.0	0	29.82		6.1	*		16	150					
17	100*	75	88	4.4				0	23	0551	1901		T	0.0	0	29.87		5.2	25	190	18	200					
18	99	74	87	3.5				0	22	0552	1900	TS RA	0.23	0.0	0	29.84		4.9	49	360	28	060					
19	82	74*	78	-5.5				0	13	0553	1859	TS RA BR	0.75	0.0	0	29.86		4.7	16	170	14	150					
20	91	76	84	0.6				0	19	0553	1858	TS RA	0.03	0.0	0	29.91		6.6	31	150	23	160					
21	93	77	85	1.7				0	20	0554	1857	TS RA BR	0.32	0.0	0	29.91		8.5	29	180	18	180					
22	94	79	87	3.7				0	22	0554	1856		0.00	0.0	0	29.81		9.8	26	170	20	220					
23	93	77	85	1.8				0	20	0555	1855	RA	T	0.0	0	29.77		6.4	17	320	13	180					
24	87	76	82	-1.1				0	17	0555	1854	RA BR	1.05	0.0	0	29.82		5.2	24	270	16	270					
25	94	77	86	3.0				0	21	0556	1853		0.00	0.0	0	29.83		3.8	17	340	14	160					
26	91	77	84	1.1				0	19	0557	1852	TS RA	0.61	0.0	0	29.82		5.5	24	160	18	160					
27	92	76	84	1.2				0	19	0557	1851		0.02	0.0	0	29.77		5.9	20	180	17	160					
28	93	76	85	2.3				0	20	0558	1850		0.00	0.0	0	29.73		6.5	14	130	14	130					
29	86	76	81	-1.6				0	16	0558	1848	TS RA BR	1.30	0.0	0	29.80		7.3	30	170	18	190					
30	90	77	84	1.6				0	19	0559	1847	TS RA	0.01	0.0	0	29.87		6.3	31	260	22	270					
31	92	76	84	1.7				0	19	0559	1846	TS	T	0.0	0	29.88		2.7	27	050	20	040					
	94.3	76.1	85.2							Monthly Averages Totals			5.41			29.85	29.96	6.5									
	0.8	2.9	1.8							Departure from Normal (1981-2010)			1.27s														
Degree Days												Number of days with...															
		Monthly			Season-to-date			Temperature					Precipitation			Snow		Weather									
		Total		Departure		Total		Departure		Max		Min															
Heating		0		0		0				>=90°		<=32°		<=0°		>=0.01"		>=0.1"		>=1"		T-Storms		Heavy Fog			
Cooling		626		57		2913				28		0s		0		0		14		8		0		14			
Date of 5-sec to 3-sec wind equipment change								Sea Level Pressure								Greatest...											
2007-06-22												Date		Time		24-Hr...			Snowfall			Snow Depth					
								Maximum		30.13		07		0840		Precip											
								Minimum		29.79		23		1806		1.30			Date								
																29-29											
Station Augmentation																											
Name:N/A Lat: N/A Lon: N/A Elevation: N/A Distance: N/A Elements: N/A Equipment: N/A																											

ATTACHMENT C

BIOGRAPHICAL SKETCH

Neil B. Hall, PhD, PE, AIA

Neil grew up in the South Bronx, sold hot dogs at the Bronx Zoo, graduated from the Bronx High School of Science, and was a 3-sewer hitter no matter what his brother-in-law says. He graduated from the City College of New York with two degrees in Architecture, was commissioned a 2nd Lieutenant in the Army Corps of Engineers, graduated Airborne and Ranger Schools, was awarded the Special Forces Officer "3" Prefix, and served as an Engineer Advisory Team Leader and Operational Detachment ("A" Team) Executive Officer with 1st Special Forces (Abn), Okinawa, Japan with deployments to the Philippines, Taiwan and Micronesia. He served as Executive Officer of a 500-man Construction Company at Fort Hunter Liggett, CA and Assistant Operations Officer with the 1st Engineer Battalion (C)(C) at Fort Ord, CA. Transferring to the Navy Civil Engineer Corps, he served as Project Manager for the Long Beach Naval Shipyard Modernization Program, Planning Officer at Subic Bay Naval Complex, Philippines and Marine Corps Bases, Okinawa, and a Seabee Detachment Commander in Honduras.

Neil received a Master of Science in Systems Management from the University of Southern California and a Master of Landscape Architecture from the University of Pennsylvania. He was appointed a Visiting Research Associate in the College of Urban and Regional Planning at the University of the Philippines and wrote his dissertation on urban planning in developing countries. After receiving a PhD in Urban Studies from the University of New Orleans he was appointed a Visiting Associate Professor in the Geography Department at the University of Iowa. He was a consulting engineer and New Orleans Branch Manager for CH2A Corporation (now EFL) and a consulting engineer with Engineering Systems, Inc. (ESI) and RTC of Louisiana. He is the Owner and Principal of **GROUNDTRUTH FORENSICS**, a consulting firm specializing in building performance, failure analysis and damage assessment. Neil is a licensed Architect in FL, PA, CT, CO, SD, NJ, IL, OH, USVI and TX; licensed Interior Designer in FL; licensed Professional Engineer in TX, MN, NY, NJ, USVI and MS (for trial testimony); and licensed Landscape Architect in MN and TX.

Neil is a member of the American Institute of Architects, American Society of Civil Engineers, Structural Engineering Institute, Construction Specifications Institute, International Institute of Building Enclosure Consultants, American Society of Safety Professionals and Association of State Floodplain Managers. He served as a member of FEMA's Building Performance Appraisal Team (BPAT) for Hurricane Georges. He is a U.S. Department of Energy Certified Wind Investigator, an ASFM Certified Floodplain Manager, NFPA 1033 Certified Fire Investigator, and a Designated Disaster Service Worker with the State of California's Safety Assessment Program.

Neil is a member of the SEI/ASCE Standards Committee for the Structural Condition Assessment of Existing Buildings. The committee is responsible for the publication of the Guideline for Structural Condition Assessment of Existing Buildings (SEI/ASCE 11) and the Guideline for Condition Assessment of the Building Envelope (SEI/ASCE 30). He is a member of the ASCE Committee developing a national consensus standard on estimating wind speeds in tornados and other windstorms. Neil served 3 years as a member of the AIA's Knowledge Center for Building Performance. Besides the University of Iowa, he has held teaching positions with the University of Maryland (mathematics), Tulane University (architecture), Central Texas College (engineering graphics), and Troy State University (project management).

EXHIBIT 2

GROUNDTRUTH FORENSICS

Neil B. Hall, Ph.D., AIA, CFM
1923 Corporate Square Boulevard
Slidell, Louisiana 70458
985-690-6008 neilbhall@gmail.com

Summary

Neil Hall served as a commissioned officer in both the Army Corps of Engineers and the Navy Civil Engineer Corps. He holds two degrees in Architecture, graduate degrees in Systems Management and Landscape Architecture and a Ph.D. in Urban Studies. He is a licensed Architect, Interior Designer, Civil Engineer and Landscape Architect; a Certified Floodplain Manager; and a NFPA 1033 Certified Fire Investigator. Since 1995, Neil has specialized in the investigation of building performance, structural health and failure analysis. He has been qualified by Federal and State Courts as an Expert Witness in the fields of Architecture, Landscape Architecture, Civil and Structural Engineering, Mold Remediation, Highway Design, Traffic Safety and Building Codes.

Civilian Education

- oPh.D. in Urban Studies, University of New Orleans (1993)
- oDiploma, International Program for Port Planning and Management (1991)
- oDiploma, U.S. Army Command and General Staff College (1986)
- oMaster of Landscape Architecture, University of Pennsylvania (1983)
- oMaster of Science, USC Institute of Systems and Safety Management (1980)
- oB.S. and Bachelor of Architecture, City College of New York (1972)
- oDiploma, Bronx High School of Science (1966)

Positions Held

- oGROUNDTRUTH FORENSICS**, Slidell, Louisiana
Owner and Senior Consultant, 2003 - present
- oRTC of Louisiana**, Baton Rouge, Louisiana
Senior Consultant, 2002 - 2003
- oEngineering Systems Inc.**, Metairie, Louisiana
Senior Consultant, 1999 – 2002
- oNeil B. Hall, Ph.D.**, Metairie, Louisiana
Senior Consultant, 1998 – 1999
- oCH&A Corporation (EFI)**, Metairie, Louisiana
District Manager and Senior Engineer, 1994 - 1998
- oUniversity of Iowa**, Iowa City, Iowa
Visiting Associate Professor, 1993 - 1994
- oUniversity of New Orleans**, New Orleans, Louisiana
Ph.D. Candidate, 1992 – 1993
- oUnited States Navy Civil Engineer Corps**
Commissioned Officer, 1976 – 1992
- oUnited States Army Corps of Engineers**
Commissioned Officer, 1972 – 1976
- oMario Dini, AIA**, New York, New York
Architectural Draftsman, 1970 – 1972

History of Registrations and Certifications

- o Licensed Architect (first licensed 1978): FL, TX, PA, NJ, SD, CT, CO, IL, OK, USVI
- o Licensed Civil Engineer (first licensed 1981): MN, TX, MS, NY, NJ, USVI
- o Licensed Landscape Architect (first licensed 1986): MN, TX
- o Licensed Interior Designer (first licensed 2015): FL
- o Certified Fallout Shelter Analyst (1972)
- o Certified Floodplain Manager (2011)
- o NFPA 1033 Certified Fire Investigator (1997)
- o AICP Certified Planner (1991)
- o State of California, Safety Assessment Program “Disaster Service Worker” (2015)
- o Certified OSHA HAZWOP training in accordance with 29CFR1910.120(e)
- o Certified CXLT User (English XL VIT slipmeter) (2019)
- o Certified Third-party EIFS Inspector (2000)
- o Certified Microbial Remediation Supervisor (2001)
- o Certified Level 1 Infrared Thermographer (2004)

Experience in Design, Construction and Contract Administration

- o Directed construction operations for military engineering units ranging from independent civic action teams to heavy equipment construction battalions.
- o Fast-tracked \$100 million to build 5,000 housing units and community support facilities on-time and under-cost at Marine Corps Bases in Okinawa, Japan.
- o Supervised facilities inspection program involving more than \$6 billion in buildings and structures to develop the backlog of essential maintenance and repair for US military bases.
- o Successfully negotiated \$120 million in design contracts and contract change orders.
- o Developed first Naval Facilities Engineering Command construction bid package integrating construction drawings, material surveys and bilingual specifications.
- o President of NAVFAC Design Responsibility Board tasked with arbitrating Pacific Theater contract disputes between U.S. Government, design firms and construction contractors under the provisions of the Federal Acquisition Regulations (FAR).

Experience in Building Science and Forensic Engineering

- o Inspected thousands of buildings and structures damaged by hail, windstorms, hurricanes, tornados, cold weather and floods.
- o Inspected more than 200 foundation slabs in relation to underslab plumbing leaks, high plasticity clays and sinkhole damage.
- o Qualified in federal, state and local courts as an expert witness in the fields of architecture, civil engineering, landscape architecture, building code compliance, roof consultant, traffic engineering and highway safety.
- o Member, FEMA’s Building Performance Assessment Team for Hurricane Georges.
- o Testified in 62 Federal and State trials and more than 600 depositions, hearings and examinations under oath.
- o Served as Appraiser and Umpire in Insurance Disputes.

Experience in Urban and Regional Planning

- o Supervised international staff of 100 architects and engineers responsible for planning and programming \$300 million in Pacific Theater construction.
- o Master planned remote construction camps in the Philippines, Honduras, South Korea, and Diego Garcia (British Indian Ocean Territory).
- o Developed \$60 million strategic plan for Naval Air Propulsion Center, New Jersey using participatory planning techniques (Master's thesis at no cost to the taxpayer)
- o Directed \$1 billion in comprehensive masterplanning for US military installations in Japan, netting \$200 million in host-nation funds.
- o Negotiated and surveyed international boundary to protect an environmentally sensitive old growth rain forest in the Philippines.

Experience in Project Management

- o Project managed \$50 million construction program in Guam, Palau, Northern Marianas, Federated States of Micronesia and the Marshall Islands.
- o Administered \$15 million flood rehabilitation program in four provinces of the Philippines for the US Agency for International Development.
- o Project managed \$150 million fire protection and industrial modernization program at Long Beach Naval Shipyard, California.
- o Developed and taught graduate level course in Project Management including operations research, network analysis techniques and environmental impacts.
- o Directed multinational earthquake relief operation in Taiwan.

Military Experience

- o Honor Graduate, U.S. Army Engineer Officer School (1972).
- o Honor Graduate, U.S. Navy Civil Engineer Corps Officer School (1976).
- o KC Team Leader, 539th Engineer Detachment and Executive Office SFOD 24, 1st Battalion, 1st Special Forces Group (Abn), Okinawa, Japan (1972-1974).
- o Executive Office, USACDEC Engineer Company, Fort Hunter Liggett, California (1974-1975).
- o Assistant Operations Office, 14th Engineer Battalion (C)(C), Fort Ord, California (1975-1976).
- o Project Manager, Public Works Department, Long Beach Naval Shipyard, CA (1976-1978).
- o Planning Officer, Public Works Center, Subic Bay, Philippines (1978-1981).
- o Graduate Student, University of Pennsylvania (1981-1983).
- o Planning Officer, Public Works Department, Marine Corps Base Camp Butler, Okinawa, Japan (1983-1987).
- o Department Head, Enlisted Personnel Management Center, New Orleans, LA (1987-1992).

- o Graduate, Army Airborne School and Ranger School (Fort Benning, GA) and Special Forces Officer Course, Civil Affairs Officer Course, Psychological Warfare Course and Internal Defense/Internal Development Course (JFK Institute for Military Assistance, Fort Bragg, NC).
- o Awarded the Meritorious Service Medal on separate occasions by the Army, Navy and USMC.
- o Foreign awards include Philippine Presidential Unit Citation, Republic of the Philippines jump wings, Republic of China jump wings and Republic of China rough terrain jump wings.

Academic Credentials

- o Visiting Associate Professor, University of Iowa, Geography Department (1993-94).
- o Adjunct Professor, Troy State University, Graduate School (1989-1993).
- o Visiting Research Associate, University of the Philippines, School of Urban and Regional Planning (1992).
- o Research Intern, DoD Equal Opportunity Management Institute (1991).
- o Adjunct Professor, Tulane University, School of Architecture (1988-1990).
- o Adjunct Professor, Northwood University (1983-1992).
- o Adjunct Professor, University of Phoenix (1988-1992).
- o Adjunct Professor, Concordia University of Wisconsin (1984-1985).
- o Finalist, White House Fellows Program (1984).
- o Adjunct Professor, University of Maryland (1981-1983).
- o Adjunct Professor, Central Texas College (1977-1978).

Publications

- o Hall (2001). *A Mold Primer for Architects*. AIArchitect. Washington, D.C, 8 pages.
- o Hall (1994, April). *Conflicts and Contradictions in Development Planning: The Birth of the Subic Bay Metropolitan Authority*. Colloqui: Cornell's Journal of Planning and Urban Studies, 24 pages.
- o Hall (1992). *The Problem of Idiographic and Nomothetic Space: Towards a Metatheory of Urbanism*. Division of Urban Research and Policy Studies Working Paper No. 10, University of New Orleans, 104 pages.
- o Hall (1986). *Quality Circles: Their Use as Motivators in Design Management*. Navy Civil Engineer, 25 (2), pp. 26-28.
- o Hall and Rendorio, F. (1981). *Local Tropical Plants*. U.S. Navy Public Works Center, Subic Bay, Philippines, 48 pages.

Unpublished Papers and Selected Conference Presentations

- o *Looking the Gift Horse in the Mouth: Integrating the Naval Construction Force (NCF) and the Marine Air-Ground Task Force (MAGTF)*. (1990). Accepted for publication by Proceedings, the Journal of the US Naval Institute. Not published at my request due to Operation Desert Shield/Desert Storm.
- o *Design and Planning of Post-Modern Landscapes*. (November 4, 1994). Annual Convention of Association of Collegiate Schools of Planning, University of Arizona.
- o *The Birth of the Subic Bay Metropolitan Authority*. (October 15, 1995). Annual Convention of the Association of American Geographers, Chicago, Illinois.
- o *The Architects Role in Disaster Assistance*. (May 2, 2007). Annual Conference,

American Institute of Architects, San Antonio, Texas.

oDeconstructing Strategic Management in Development Practice. (April 5, 1994). Conference on “Deconstructing and Reconstructing International Development” sponsored by the Program for International Development, Centre for International Comparative Studies, University of Iowa.

oThe “New Hong Kong”: A Short History of Olongapo City in the Philippines. (February 6, 1994). Guest Lecture Series, School of Business and Management at Sierra University, Loma Linda, California.

oMold in a Building is not Mold in a Petri Dish or Why Tomorrow’s Mold Claims Won’t Be Your Daddy’s Mold Claims. (2006). Reprinted in “Fear and Loathing in the World of Insurance Claims: Essays and Articles on Indoor Mold, Building Dampness and other things that go bump in the night” (2007).

oDid you get peanut butter on my chocolate? or Did I Get Chocolate on Your Peanut Butter? (Emerging Issues in Water Damage Restoration and Mold Remediation. (2006). Reprinted in “Fear and Loathing in the World of Insurance Claims: Essays and Articles on Indoor Mold, Building Dampness and other things that go bump in the night” (2007).

oDifferentiating Between Wind and Flood Damage in Hurricane Katrina. (February 5-6, 2008). 9th Annual Windstorm Insurance Conference, Jacksonville, Florida.

oTornados, Gust Fronts and Building Damage. (February 1-2, 2012). 13th Annual Windstorm Insurance Conference, Jacksonville, Florida.

oCosmetic and Functional Damage (Part One). (October 18, 2016). First Party Claims Conference, Warwick, Rhode Island.

oAdditional speaking engagements include American Institute of Architects, CLE International; Louisiana Claims Association; Water Loss Institute; Florida Windstorm Association; Windstorm Network Association; International Code Conference; University of Texas (Arlington) Building Professional Institute; LSU Building Contractors Institute; Metropolitan Safety Council of New Orleans, Risk & Insurance Magazine; Society of American Military Engineers; American Trial Lawyers Association (Mississippi, New Orleans and National; National Association of Public Insurance Adjusters; Florida Association of Public Insurance Adjusters.

Professional Affiliations

- oAmerican Society of Civil Engineers
 - Associate Member, ASCE Standards Committee on Estimating Wind Speeds in Tornados and Other Windstorms.
- oAmerican Institute of Architects
 - Prior member, AIA Knowledge Center for Building Performance
- oStructural Engineering Institute
 - Prior member, ASCE/SEI Standards Committee for the Structural Condition Assessment and Rehabilitation of Existing Buildings (*Guideline for Structural Condition Assessment of Existing Buildings [SEI/ASCE 11] and Guideline for Condition Assessment of the Building Envelope [SEI/ASCE 30]*).
- oAmerican Society of Safety Professionals
- oAssociation of State Floodplain Managers
- oAmerican Association of Wind Engineers
- oInternational Institute of Building Enclosure Consultants
- oConstruction Specifications Institute
- oNational Fire Protection Association
- oNational Roofing Contractors Association

o Windstorm Network
o International Code Council
h United Architects of the Philippines (first foreign corresponding member)

As of November 1, 2024

NEIL B. HALL, PhD, PE, AIA
Trial and Deposition Testimony (Four Year) for Federal Rule 26
As of December 13, 2024

Dina Miqdadi, Plaintiff, v. Travelers Personal Insurance Company, Defendant, in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action no, 3:24-cv-1274-L, December 13., 2024.

Deposition Testimony for plaintiff in case involving hail damage to a clay tile roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Alissa Puckett and Wm. Lance Lewis of Quilling, Selander, Lownds, Winslett & Moser, P.C., Dallas, Texas.

Inspirational Church of God in Christ San Antonio, Plaintiff, v. Church Mutual Insurance Company, Defendant, in the United States District Court for the Western District of Texas, San Antonio Division, Civil Action 5:22-cv-01367-JKP-RBH, December 11, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a gravel-covered BUR. Plaintiff attorneys are Chad T. Wilson and Patrick C. McGinnis of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Steve D. Grossman, Marc Sheiness and Td F. Newman of Sheiness, Glover & Grossman, L.L.L., Houston, Texas.

Roy and Lee Ann Harrison, Plaintiffs, v. State Farm Lloyds, Defendant, in the District Court of Tarrant County, Texas, 348 Judicial District, Cause No. 348-345971-23, December 10, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a residential property and segregation of damage between two hailstorms. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Susan E. Egeland, Matthew C. Sapp, and Max A. Moran of Faegre, Drinker, Biuddle & Reath, LLP, Dallas Texas.

Gregory D. Hendrix & Sara Hendrix, Plaintiffs, v. State Farm Lloyds, Defendant in the United States District Court for the Southern District of Texas, Houston Division, Civil ActionNo. H-23-2876, Jury, December 3, 2024

Trial Testimony for plaintiff in case involving hail damage to a residential roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are M. Micah Kessler and Caitlin D. Coleman of Nistico, Crouch & Kessler, P.C., Houston, Texas. Judge is the Honorable Sim Lake.

Maria Mercedes Badia Tavas, Hector Luis Badia, and Isabel Christina Badia Hewett in their capacity as co-agents on behalf of Hector J. Badia and Irene M. Badia, Plaintiffs v. State Farm Fire and Casualty Company, Defendant, in the United States District Court for the Southern District of Mississippi, Southern Division, Civil Actyion No. 1:24-cv-75-LG-BWR, November 25, 2024.

Deposition Testimony in case involving water damage to a residence. Plaintiff attorney is Lindsey A. Topp of Hair Shunnarah Trial Attorneys, LLC. Defense attorney is John A. Banahan of Bryan. Nelson, Schroeder, Castiglione & Banahan, PLLC, Pascagoula, Mississippi.

Andre Baugh versus State Farm Fire and Casualty Company, in the United States District Court, Eastern District of Louisiana, Civil Action No.: 2-23-cv-02291, November 22, 2024.

Deposition Testimony in case involving Hurricane Ida damage to a two-story residence. Plaintiff attorney is Alex Dunn of Hair Shunnarah Trial Attorneys, LLC, Metairie, Louisiana. Defense attorneys are David A. Strauss and Meagham Jeanson Norris of Strauss Massey Dinnenn, LLC, New Orleans, Louisiana.

Karen Jane Allen and Gerald Glenn Allen, Plaintiffs, v. State Farm Lloyds, Defendant, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:24-cv-00352 Jury, November 19, 2024.

Deposition Testimony for plaintiff in case involving wind damage to a residential building and ensuing water damage. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky, Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Morgan Y. Bird and M. Micah Kessler of Nistico, Crouch & Kessler, PC, Houston, Texas.

Murray Valene and Radiation Protection Products, Inc. versus Louisiana Citizens Property Insurance Corporation, in the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana, Docket No. 844-819, Division "H", November 15, 2024.

Deposition Testimony in case involving Hurricane Ida damage to five commercial buildings. Plaintiff attorney is Ashley Schmidt of Hair Shunnarah Trial Attorneys, LLC, Metairie, Louisiana. Defense attorneys are Alan J. Yacoubian and Donald R. Klotz, Jr. of Johnson, Yacoubian & Paysse, New Orleans, Louisiana.

Falls at Imperial Oaks HOA, Inc., Plaintiff, v. Ace American Insurance Company, Defendants, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:23-cv-02982 (Jury), November 8, 2024.

Deposition Testimony in case involving wind and hail damage to Homeowners Association buildings. Plaintiff attorneys are Chad Wilson and Jay S. Simon, Chad T. Wilson Law Firm, Webster, Texas. Defense attorney is Gregory S. Hudson of Cozen O'Connor, Houston, Texas.

North Village Green Condominium Association, Inc., Plaintiff, v. Westchester Surplus Lines Insurance Company, Defendant, in the United States District Court, Southern District of Texas, Houston Division, Civil Action No. 4L24-cv-00961, November 6, 2024.

Deposition Testimony in case involving wind and hail damage to seven residential condominium buildings. Plaintiff attorneys are Chad T. Wilson and Amanda Fulton of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Eric K. Bowers and Alexander Joseph Masotto of Zelle LLP, Dallas, Texas.

William Myers v. State Farm Fire and Casualty Company, in the United States District Court, Middle District of Louisiana, Docket No. 23-01366, Judge: Shelly D. Dick, Magistrate Judge: Richard L. Bourgeois, Jr., October 24, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a laminated shingled residential roof. Plaintiff attorney is Alex Dunn, Jr. of Hair Shunnarah Trial Attorneys, LLC, Metairie, Louisiana. Defense attorneys are Darrin M. O'Connor and Ashley G. Haddad of Porteous, Hainkel & Johnson, Covington, Louisiana.

Sonya Byrd, Plaintiff, v. Atlantic Casualty Insurance Company, Defendant, in the United States District Court for the Northern District of Texas, Fort Worth Division, C.A. No. 4:24-cv-00437-P, October 21, 2024

Deposition Testimony for plaintiff in case involving hail damage to insulation underlying a TPO membrane. Plaintiff attorney IS Van Shaw of Shaw Welch Powell, Dallas, Texas. Defense attorneys are Steven S. Reilly and Peter Thompson of Blue Williams, Houston, Texas.

Deborah C. Sahuque and Louis R. Sahuque, III versus State of Louisiana through the Louisiana Stadium and Exposition District and SMG, in Civil District Court for the Parish of Orleans, State of Louisiana, No.: 2018-6473, Division: "L-6", October 16, 2024.

Deposition Testimony for plaintiff in case involving a tripping hazard in the Superdome Parking Lot. Plaintiff attorneys are Perry W. Manning, Sr. of the Law Office of Perry W. Manning, Sr., Metairie, Louisiana and Christopher T. Whelen of Huber Thomas, New Orleans, Louisiana. Defense attorneys are Liz Murrill, Attorney General and Rene B. Pitre, Assistant Attorney General, Louisiana Department of Justice, Litigation Division, New Orleans, Louisiana.

Girish Patel vs. QBE Specialty Insurance Company, in United States District Court, Eastern District of Louisiana, Case No. 2:22-cv-03984-BSL-DPC, October 11, 2024.

Deposition Testimony for plaintiff in case involving distinguishing between Hurricane Zeta damage and Hurricane Ida damage to a residential property. Plaintiff attorney is Thomas Myers of Hair Shunnarah Trial Attorneys, LLC, Metairie, Louisiana. Defense attorneys are Jared L. Shurman, Robert I. Siegel, Kristina V. Bison and William P. Worsely of Gieger, Laborde & Laperouse, LLC, New Orleans, Louisiana.

In the Matter of Arbitration between: Waterville USA, Inc., Claimant, v. The Terminix International Company, L.P.m Joe Perkins, and Rhett Vaughn, Respondents, Baldwin County, Alabama Circuit Court, Case No. 05-CV-2021-900201.00, October 10, 2024.

Deposition Testimony for plaintiff in case involving termite damage to five buildings and structures at a water park, including consideration for FEMA Substantial Damage 50% Rule. Plaintiff attorneys are Mary Beth Mantiply of Mantiply & Associates Law Firm, Montrose, Alabama and Tom O'Hara of O'Hara Watkins Law Firm, Daphne, Alabama. Defense attorneys are Reid Carpenter and James W. Gibson of Lightfoot, Franklin & White, LLC, Birmingham, Alabama.

Elizabeth Molbert v. Kenko Bulkhead and Marine SVSC, LLC, et al, in the 14th Judicial District Court for the Parish of Calcasieu, State of Louisiana, No. 2018-1247, Division G, September 17-18, 8, 2024.

Trial Testimony involving defective construction and ensuing collapse of a river bulkhead. Plaintiff attorney is Robert C. McCorquodale Stutes & Lavergne Law Firm, Lake Charles, Louisiana. Defense attorney is David J. Calogero, Lafayette, Louisiana. Judge is Honorable G. Michael Canady.

Jimmy E. Creel and Gail L. Creel vs State Farm Lloyds, in the United States District Court, Southern District of Texas, Houston Division, C.A. No. 4:23-cv-02755 (Jury), September 5, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a residential roof. Plaintiff attorneys are Chad T. Wilson, Joseph Milensky and Brandon Schilter of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Dale "Rett" Holiday and James A. Tatem, III of Germer PLLC, Houston, Texas.

Shaikh Development, LLC d/b/a Carson Crest Apartments, and Carson Crest Apartments LLC d/b/a Carson Crest Apartments, Plaintiffs, vs. Axis Surplus Insurance Company, Defendant, in the United States District Court, Northern District of Alabama, Case No.: 2:23-CV-00215-NAD, July 12, 2024.

Deposition Testimony for plaintiff in case involving windstorm damage to ten apartment buildings in Birmingham, Alabama. Plaintiff attorneys are Steven W. Mullins of The Mullins Law Firm, LLC, Mobile, Alabama and Michael Duffy of Merlin Law Group, Tampa, Florida. Defense attorneys are Michael A. Montgomery and Samantha P. Wuschke of Butler Weinmuller Katz Craig LLP, Tampa, Florida.

Dr. Kurt Gitter and Alice Yelen versus Privilege Underwriters Reciprocal Exchange ("Pure"), Lisa Vicknair, Hub International Gulf South Limited ("Hub"), and ABC Insurance Company, in the Civil District Court for the Parish of Orleans, State of Louisiana, Division "L-6", No. 2023-6989, Hurricane Case, July 10, 2024.

Deposition Testimony for plaintiff in case involving damage to two residential buildings caused by Hurricane Ida. Plaintiff attorneys are Douglas K. Gitter, Attorney at Law, Metairie, Louisiana and Jake J. Weinstock, Cosse Law Firm, LLC, New Orleans. Defense attorneys are John W. Joyce, Laurence D. LeSueur, and Michael C. Gretchen of Barrasso, Usdin, Kupperman, Freeman & Sarver, LLC, New Orleans, Louisiana.

Dorothy Rutley versus Rouse Custom Construction, a Limited Liability Company, Bryant Hammet & Associates, LLC and ABC Insurance Company, in the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana, No. 826-600, Division "F", July 8, 2024.

Deposition Testimony for plaintiff in case involving improper construction of a stairs resulting in personal injury. Plaintiff attorneys are Sean Reagan and Matthew McCarthy of Reagan Law Group, New Orleans, LA and Stephen Kreller of Kreller Law, New Orleans, LA. Defense attorneys are Kelley E. Theard, John Jerry Glas and Cartherine R. Filippi of Deutch Kerrigan, LLP, New Orleans, Louisiana.

Gregory D. Hendrix & Sara Hendrix, Plaintiffs, v. State Farm Lloyds, Defendant in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. H-23-2876, Jury, July 3, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a residential roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are M. Micah Kessler and Caitlin D. Coleman of Nistico, Crouch & Kessler, P.C., Houston, Texas.

George Conwill versus Certain Underwriters at Lloyds London, in the United States District Court, Southern District of Mississippi, Cause No. 1:23cv348-TBM-RPM, June 28, 2024.

Deposition Testimony for plaintiff in case involving storm damage to a residential property. Plaintiff attorneys are Shane P. Welch of Hair Shunnarah Trial Attorneys (now Fortius Law Group, PLLC, Washington, DC) and Gus Fontenot of Maples & Fontenot, LLP, Mobile, Alabama. Defense attorney is M. Garner Berry of Chartwell Law, Ridgeland, Mississippi.

Christina Scalco versus Ochsner Clinic Foundation and/or Elmwood Fitness Center, 24th Judicial District Court for the Parish of Jefferson, State of Louisiana, No. 816-035, Division "N", June 18, 2024.

Deposition Testimony for plaintiff in case involving a slip on a ceramic tile stairs adjacent to a swimming pool. Plaintiff attorneys are Kurt A. Offner and Ricardo "Rico" Alvendia of Alvendia, Kelly, Demarest, New Orleans, Louisiana. Defense attorneys are T. Gregory Schafer and Joseph L. Lowenthal, Jr. of Jones Walker, LLP, New Orleans, Louisiana.

Norman Nguyen, Plaintiff, v. State Farm Lloyds and Eric Hume, Defendants, in the Judicial Court of Montgomery County, Texas, County Court at Law #6, Cause No. 23-07-09797, June 17, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a shingled roof. Plaintiff attorneys are Chad T. Wilson, Michael D. Jack and Brandon Shilter of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are M. Micah Kessler and Melanie D. Medina of Nistico, Crouch & Kessler, PC, Houston, Texas.

Mark A. Hajda and Sheryl Hajda vs. State Farm Lloyds, in the United States District Court, Southern District of Texas, Houston Division, C.A. No. 4:23-cv-02475 (JURY), June 14, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a shingled roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Dale M. "Rett" Hoidy and Jim Tatem of Germer PLLC, Houston, Texas.

Faye Arnez, Plaintiff, v. United Services Automobile Association, Defendant, in the District Court of Montgomery County, Texas, 457th Judicial District, Cause No. 23-11-17207, June 5, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a shingled roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Sarah J. Allen and Yara L. Calcano of Doyle, Restrepo, Harvin & Robbins, LLP, Houston, Texas.

Carleton J. Shockman, Plaintiff, v. State Farm Lloyds, Defendant, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:22-cv-2020, Jury, May 23, 2024.

Deposition Testimony for plaintiff in case involving hail damage to a shingled roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are M. Micah Kessler and Morgan Y. Bird of Nistico, Crouch & Kessler, P.C., Houston, Texas.

Kim and Tung Le, Plaintiffs, v. State Farm Lloyds and Corey Hunt, Defendants, in the District Court of Dallas County, Texas, 160th Judicial District, Cause No. DC-23-08626, April 25, 2024

Deposition Testimony for plaintiff in case involving building damage due to foundation movement caused by a plumbing leak. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Susan E. Egeland, Matthew C. Sapp, Kristin L. Perry and Max Moran of Fargre, Drinker, Biddle & Reath, LLP, Dallas Texas.

Catherine S. Latino, wife of/and Joseph C. Latino, Jr. vs. Van's Transmissions, Inc. KTDN, LLC, Dung Van Nguyen, and Atlantic Casualty Insurance Company, in the Civil District Court for the Parish of Orleans, State of Louisiana, No. 2022-01537, Div. E., March 21, 2024.

Deposition Testimony for plaintiff in a case involving a slip-and-fall at an Auto Repair facility. Plaintiff attorney is John A. Venezia of Venezia & Associates, New Orleans. Defense attorneys are Wade A. Langlois, III and Kaylyn Blosser Handy of Gaudry, Ranson, Higgins & Gremillion, LLC, Gretna, Louisiana.

Amy Crain and Kenneth Crain, Plaintiffs, v. Bankers Standard Insurance Company and Benjamin Carey, Defendants, in the United States District Court for the Northern District of Texas, Fort Worth Division, Civil Action No. 4:23-cv-00710-O, March 20, 2024.

Deposition Testimony for plaintiff in a case involving wind and hail damage to a concrete tile roof and interior water damage. Plaintiff attorney is George B. Murr of Murr Law, PLLC, Houston, Texas. Defense attorneys are Eric K. Bowers and Claire J. Fialcowitz of Zelle ZJP, Dallas, Texas.

Ishavion Singleton as mother and next friend of K.S., a minor, Plaintiff v. Carnival Corporation, Defendant in the United State District Court, Southern District of Florida, Case No. 1:23-cv-22421-JEM, March 19, 2024.

Deposition Testimony for plaintiff in case involving personal injury to a minor attempting to exist a waterslide facility on a Cruise ship. Plaintiff attorney is Peter G. Walsh of David W. Winger & Associates, PA, Hollywood, Florida., Defense attorneys are Michael J. Drahos and Ashley N. Geese of GrayRobinson, P.A. of West Palm Beach, Florida.

April Point South Property Owner's Association, Inc., Plaintiff, v. Third Coast Insurance Company, Defendant, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:23-CV-02654 (Jury), March 15, 2024.

Deposition Testimony in case involving hail damage to 31 two-story condominium buildings. Plaintiff attorneys are Amada Fulton and Chad T. Wilson of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Stephen R. Wedemeyer, Kail W. Hidalgo and Stepehn E. Holombek of Shackelford, Bowen, McKinley & Norton, LLP, Houston, Texas.

Danette Hagman vs. State Farm Lloyds, in the United States District Court, Southern District of Texas, Houston Division, C.A. No. 4-23-cv-00932 (Jury), March 14, 2024.

Deposition Testimony in case involving hail damage to a residential structure. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Dale M. "Rett" Holiday, James A. Tatem and Rachel Crutchfield of Germer PLLC, Houston, Texas.

Louise Hicks, Plaintiff v. State Farm Lloyds and David Munden, Defendants, in the County Court at Law, Navarro County, Texas, Cause No. C22-30468-CV, February 29, 2024.

Deposition Testimony in case involving wind and hail damage to a residential roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are Susan E. Egeland, Matthew C. Sapp and Max A. Moran of faegre, Drinker, Biddle & Reath, LLP, Dallas Texas.

Kimberly Helton and Jefferson Helton, Plaintiffs, v. Certain Underwriters at Lloyd's, London, Defendants, in the United States District Court for the Southern District of Alabama, Mobile Division, Case No. 1:23-cv-00051-JB-MU, February 21, 2024.

Deposition Testimony in case involving Hurricane Sally wind versus flood damage to a residential structure. Plaintiff attorneys are Peter S. Mackey of Burns, Cunningham & Mackey, P.C., Mobile Alabama and F. Inge Johnstone of Johnstone Trial Law, LLC, Birmingham. Alabama. Defense attorneys are Carelton "Put" Ketcham, III and Graham R. Pulvere of Wilson, Elser, Moskowitz, Edelman & Dicker, LLP of Birmingham, Alabama.

Lawrence and Laura Higley, Plaintiffs vs. State Farm Florida Insurance Company, Defendant, in the Circuit Court for the Seventh Judicial Circuit in and for Volusia County, Florida, Case No. 2022 30862 CICI, January 17, 2024, continued February 16, 2024.

Deposition Testimony in case involving damage to a residence and airplane hangar caused by Hurricanes Irma and Ian. Plaintiff attorney is Alex Pujol of the Merlin Law Group, Tampa, Florida. Defense attorneys are Burks A. Smith, III, Esq. and Limerly T. Van der Riet, Esq. of Traub, Lieberman, Straus & Shrewsbury LLP, St. Petersburg, Florida.

Rosie Stasek (Hansen), Plaintiff, v. State Farm Lloyds, Defendant, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:22-CV-3833. February 8, 2024.

Deposition Testimony in case involving hail damage to a residential roof. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm, Webster, Texas. Defense Attorneys are M. Micah Kessler and Jazmine J. Ford of Nistico, Crouch & Kessler, PC, Houston, Texas.

William E. Harris and Marian C. Harris, Petitioners, versus State Farm Fire and Casualty Company, Defendant, in the United States District Court, Eastern District of Louisiana, Civil Action No.: 2:23-cv-00040, January 24, 2024.

Deposition Testimony in case involving Hurricane Ida damage to a residence in Luling, LA. Plaintiff attorneys are Stephen M. Huber and Christopher T. Whelen of Huber Thomas, New Orleans, Louisiana. Defense attorneys are Kellen J. Matthews, E. Gregg Barrios and Christopher D. Joseph, J. of Adams and Reese LLP of Baton Rouge, Louisiana.

Houk Air Conditioning, Inc. DBA Houk Air Conditioning, 833 Street LLC DBA Houk Air Conditioning, Plaintiff v. The Cincinnati Insurance Company and George Bahls II, Defendant. In the United States District Court for the Northern District of Texas, Fort Worth Division, January 15, 2024.

Deposition Testimony in case involving freeze-and-thaw damage to a gravel BUR roof. Plaintiff attorneys are Chad T. Wilson, Amanda Fulton and Joseph Milensky of the Chad T. Wilson Law Firm, Webster, Texas. Defense Attorneys are Patrick M. Lemp and Robert G. Wall of Segal, McCambridge, Singer & Mahoney, Austin, Texas and David J. Metzler of Cowles & Thompson, PC, Dallas, Texas.

Alison Pulliam and Jon Pulliam vs. United States Automobile Association d/b/a/ USAA, in the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana, January 4, 2024.

Deposition Testimony involving Hurricane Ida damage to a residence. Plaintiff attorney is Lindsey A. Topp of Hair Shunnarah Trial Attorneys, LLC. Defense attorneys are Francis H. Brown, II and Farren L. Davis of McGlinchey Stafford, New Orleans, Louisiana.

Elizabeth Molbert v. Kenko Bulkhead and Marine SVSC, LLC, et al, in the 14th Judicial District Court for the Parish of Calcasieu, State of Louisiana, No. 2018-1247, Division G, November 8, 2023.

Deposition Testimony involving defective construction and ensuing collapse of a river bulkhead. Plaintiff attorney is Robert C. McCorquodale Stutes & Lavergne Law Firm, Lake Charles, Louisiana. Defense attorney is David J. Calogero, Lafayette, Louisiana.

William Douglas c/o The Havens Group, Inc., Plaintiff. v/ Landmark American Insurance Company, Defendant, in the United States District Court, Western District of Texas, Midland/Odessa Division, Civil Action No. 7:22-cv-167, November 2, 2023.

Deposition Testimony in case involving wind and hail damage to a TPO roof membrane over polyiso board, LWC and steel deck. Plaintiff attorneys are Chad T. Wilson and Patrick C. McGinnis of Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Jay W. Brown, Daniel P. Pellegrin, Jr. and Matthew Sullivan of Shacekelford, Bowen, McKinley & Norton, LLP, Houston, Texas.

AVSD Productions, Plaintiff, vs. Massachusetts Bay Insurance Company, Defendant, in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action No.: 3-23-CV-00816-B, November 1 2023.

Deposition Testimony in case involving hail damage to a PVC roof membrane on a commercial building. Plaintiff attorneys are Chad T. Wilson and Amanda J. Fulton of the Chad T. Wilson Law Firm, Webster, Texas. Defense attorney is Peri H. Alkas of Phelps Dunbar LLP, Houston, Texas.

Qentan Tobolka and Sophia R. Tobolla, Paintiff v. Liberty Mutual Personal Insurance Company, Defendant, in the United States District Court for the Eastern District of Oklahoma, Civil Action No. 22-cv-347-RAW-JAR, October 19, 2023.

Deposition Testimony in case involving hail damage to metal roof on residential building and storage facilities. Plaintiff attorney is Patrick C. McGinnis of Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are William W. O'Connor and Kristen P. Evans of Hall Estill, Attorneys at Law, Tulsa, Oklahoma.

Carol Plate, Plaintiff v. State Farm Lloyds, Defendant, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:22-cv-03940, October 17, 2023.

Deposition Testimony in case involving hail damage to a residential building and two storage buildings. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are M. Micah Kessler and Jazmine J. Ford of Nistico, Crouch & Kessler, P.C., Houston, Texas.

Maria Vega, Plaintiff v. State Farm Lloyds, Defendant, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:22-cv-03561, October 16, 2023.

Deposition Testimony in case involving a water pipe break due to freeze and interior water damage. Plaintiff attorneys are Chad T. Wilson and Joseph Milensky of the Chad T. Wilson Law Firm PLLC, Webster, Texas. Defense attorneys are M. Micah Kessler and Jazmine J. Ford of Nistico, Crouch & Kessler, P.C., Houston, Texas.

David McGaha and Melissa B. McGaha versus Franklin Homes, Inc., Gulf Coast Mobile Homes, Inc., Landry Mobile Home Transporters, Inc., and NTA, Inc. in the 25 Judicial District Court for the Parish of Plaquemines, State of Louisiana, No. 60, 788, Division "A", October 9, 2023.

Deposition Testimony in case involving fraud and misrepresentation in the design, manufacture and sale of a modular home subsequently damaged during Hurricane Isaac. Plaintiff attorney is John Redmann of the Law Offices of John Redmann, Gretna, LA. Defense attorneys are Lamont Domingue of Voorhies & Labbe, Lafayette, LA and Alex J. Granier and Wayne R. Maldonado of Ungarino & Maldonado, Metairie, LA

Benjamin Clabaugh and Kristin Stewart, Husband and Wife, Plaintiffs, v. Homeowners Choice Property & Casualty Insurance Company, Inc. Defendant, in the Circuit Court in and for Escambia County, Florida, Case Number: 2021 CA 002546, Division E, September 19, 2023.

Trial Testimony in case involving Hurricane Sally damage to a residential dwelling and applicability of the FEMA 50% rule in Santa Rosa Island Authority jurisdiction. Plaintiff attorney is Steven J. Baker, Esq., Pensacola, Florida. Defense attorney is Michelle L. Hendrix of Vernis & Bowling of Northwest Florida, P.A., Pensacola, Florida. Judge is the Honorable Jan Shackelford.

P. Juarez Enterpruses, L.L.C. D/B/A Golden Corral #938, Plaintiff, vs. Independent Specialty Insurance Company; Certain Underwriters at Lloyd's and other Insurers Subscribing to Binding Authority B6045105622021; and Kyle Morris Zapalac, Defendant, in the District Court of 94 Judicial District, Nueces County, Texas, Cause No. 2022DCV-3877-C, September 15, 2023.

Deposition Testimony in case involving whether wind damage to a restaurant building was caused by Tropical Storm Nicholas in 2021 or Hurricane Harvey in 2017. Plaintiff attorney is George Murr of Murr Law P.L.L.C., Houston Texas. Defense attorneys are C. Justin Broome and Roy E. Lambert of Hermes Law, P.C., Dallas, Texas.

Textile Properties, LLC, Plaintiff, v. Certain Underwriters at Lloyd's, London, Defendant, in the District Court of Harris County, Texas, 11 Judicial District, Cause No. 2021-41005, September 11, 2023.

Deposition Testimony in case involving wind and hail damage to a commercial building with mod-bit roofing. Plaintiff attorneys are Chad T. Wilson and Amanda J. Fulton of the Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Jay W. Brown, Hilary C. Borow and Savannah H. Benac of Shacelford, Bowen, McKinley & Norton, LLP, Houston, Texas.

William Douglas and V Douglas, Plaintiffs, v. Covington Specialty Insurance Company, Defendant, in the United States District Court, Western District of Texas, Midland/Odessa Division, Civil Action No. 7:22-cv-00175, August 30, 2023.

Deposition Testimony in case involving hail damage to a TPO covered metal roof at a Shopping Center. Plaintiff attorneys are Chad T. Wilson and Patrick C. McGinnis of the Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Jay W. Brown, Matthew Sullivan and Gisela Aguilar of Shackelford, Bowen, McKinley & Norton, LLP, Dallas, Texas.

Sally J. Reeves and Timothy Adams, Plaintiffs, v. Esurance Insurance Company, and Tracy Counasse, Defendants, in the District Court, 116 Judicial District, Dallas County, Texas, Cause No. DC-21-15055, August 28, 2023.

Deposition Testimony in case involving hail damage to a laminated shingled roof on a residential structure. Plaintiff attorney is Michael D. Jack of the Chad T. Wilson Law Firm, Webster, Texas. Defense attorney is Ryan Kelley of Lisa Chastain & Associates, Dallas, Texas.

Darvin Tanner and Meisha Mizell, Plaintiffs v. State Farm Fire and Casualty Company, Defendant in the United States District Court for the Southern District of Mississippi, Southern Division, Civil Action No.: 1:22cv322-HSO-RPM, June 30, 2023.

Deposition Testimony in case involving Hurricane Zeta damage to a residential structure. Plaintiff attorneys are Lindsey Topp and Galen M. Hair, Hair Shunnarah Trial Attorneys, LLC, Metairie, LA. Defense attorneys are Calen J. Wills and Steven Mullen of Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC, Pascagoula, Mississippi.

Rosie Hansen, Plaintiff v. State Farm Lloyds and Jorge Baca, Defendants, in the District Court of Harris County, Texas, 125 Judicial District, Cause No. 2022-53753, June 29, 2023.

Deposition Testimony in case involving hail damage to a residential roof. Plaintiff attorneys are Joseph Milensky and Chad T. Wilson of the Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are M. Micah Kessler and Jaszime J. Ford of Nistico, Crouch & Kessler, Houston, Texas.

Ella M. Koscik as trustee of the Ella M. Koscik Revocable Trust Agreement dated September 14, 2012, Plaintiff/Counter-Defendant, v. Compass Builders of Florida, LLC, a Florida Limited Liability Company, Defendant/Counter-Plaintiff, in the Circuit County of the First Judicial Circuit, in and for Walton County, Florida, Case No.: 2022-CA-124 (consolidated with Case No.: 2022-CA-136), June 26, 2023.

Deposition Testimony in case involving construction defects and construction delay concerning the renovation of a condominium unit. Plaintiff attorney for Ms. Koscik is Daniel W. Uhlfelder, Esq. of Daniel W. Uhlfelder, P.A., Santa Rosa Beach, Florida. Defense attorney for Compass is Bruce P. Anderson of Bruce P. Anderson Law, Destin Florida.

8300 Buckeye Delaware LLC, Plaintiff, v. UPS Supply Chain Solutions, Inc.; United Parcel Services of America, Inc. and UPINSCO, Inc., Defendants, in the United States District Court for the Northern District of Texas, Fort Worth Division, C.A. No. 4-22-cv-00726-O, June 22, 2023.

Deposition Testimony in case involving hail damage to a TPO covered roof. Plaintiff attorney is Ryan K. McComber of Figan + Davenport, LLP, Dallas, Texas. Defense attorneys are Diana Brooks and Shayla Smith of Diana Brooks Law PLLC, McKinney, Texas.

Flemming Hoff, Plaintiff, v. Meridian Security Insurance Company and Brandon Cormier, Defendants, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No: 4:23-cv-00041, June 15, 2023.

Deposition Testimony in case involving hail damage to a residential roof. Plaintiff attorneys are Joseph Milensky and Chad T. Wilson of the Chad T. Wilson Law Firm, Webster, Texas. Defense attorney is Patrick M. Kemp of Segal, McCambridge, Singer & Mahoney, Austin, Texas.

Mary Duran vs. TMA, C&P, LLC and ABC Insurance Company in the 19th Judicial District Court for the Parish of East Baton Rouge, Docket No.: C-688998, Division : "22", April 4, 2023.

Deposition Testimony in case involving misstep at a one-step stair. Plaintiff attorneys are John W. Redmann and Kelly Rizzo of the Law Offices of John W. Redmann, LLC, Gretna, Louisiana. Defense attorneys are Daniel R.

Atkinson, Jr., Julie E. Vaicius and Eerin O. Braud of the Law Offices of Julie E. Vaicius, Metairie, Louisiana and Roy Maughan, Jr. and Connor Thomas of the Maughan Law Firm, Baton Rouge, Louisiana

Nicholas Cooner v. State Farm Fire & Casualty Company, Case No. 619-8243, Shreveport, Louisiana, March 29, 2023.

Deposition Testimony in case involving hail damage to an asbestos-shingle roof. Plaintiff attorneys are Gretchen Lilejerg Casey and Galen M. Hair, Hair Shunnarah Trial Attorneys, LLC, Metairie, LA. Defense attorney is Sarah Eits Assad of Casten & Pearce, APLC, Shreveport, Louisiana.

Lily Howard vs. Super 2 Foods and/or Brookshire Grocery Company, John Doe and ABC Insurance Company, Case Number 6:22-cv-1482 in the United States District Court, Western Division of Louisiana, Lafayette Division, March 14, 2023.

Deposition Testimony in case involving slip-and-fall on a wet floor in a grocery store. Plaintiff attorneys are Cassie P. Gailmor and Kurt A. Offner of Alvendia, Kelly and Demarest, LLC, New Orleans, Louisiana. Defense attorneys are Franklin "Drew" Hoffman and Laura Beth "LB" Matthews of Faircloth, Melton, Sobel & Bash, LLC of Alexandria, Louisiana.

Leland Broussard and Gerry Broussard versus State Farm Fire and Casualty Company, in United States District Court, Western District of Louisiana, Civil Action No.: 2-21-cv-03322, Judge: James D. Cain, Jr., Magistrate Judge: Kathleen Kay, March 9, 2023.

Deposition Testimony in case involving Hurricane Laura damage to a one-family residence in Lake Charles, Louisiana. Plaintiff attorney is Asley Schmidt of Insurance Claim HQ; Hair Shunnarah Trial Attorneys; Insurance Claim Lawyers, Inc., Metairie, Louisiana. Defense attorneys are Robert Peyton, Peter J. Wayne and Megan T. Jaynes of Wanek Kirsch Davies, LLC, New Orleans, Louisiana.

Charna Williams and Brandon Williams, Plaintiffs v. State Farm Fire and Casualty Company, Defendant, in the United States District Court for the Southern District of Alabama, Southern Division, Case No. 22-cv-112-KD-B, February 16, 2023.

Daubert Hearing in case involving wind-caused damage to a residence during Hurricane Zeta. Plaintiff attorney is Stephen Mullins, Esq. of the Mullins Law Firm, LLC, Mobile, Alabama. Defense attorneys are Samantha N. Gunnoe and Thomas Ryan Luna of Hemsing, Leach, Herlon, Newman & Rouse, PC, Mobile, Alabama. Judge is the Honorable Kristi K. DuBose. Motion to Exclude Testimony of Plaintiff's Expert Neil B. Hall by State Farm Fire and Casualty Company was denied.

Terry Sesvold and Carglyn Sesvold, Plaintiff v. First Protective Insurance Company, d/b/a Frontline Insurance, in the Circuit Court of the 16 Judicial Circuit in and for Monroe County, Florida, Case No. 19 CA 44 M, January 21, 2023.

Deposition Testimony in case involving Hurricane Irma wind versus flood damage to a residence in the Florida Keys. Plaintiff attorney is William C. Harris of the Merlin Law Group, PA, Tampa, Florida. Defense attorney is Jay M. Levy, Esq. of Jay M. Levy, P.A., Miami, Florida.

Alice Ladkin, Plaintiff v. State Farm Lloyds, Defendant, in the District Court of Tarrant County, Texas 96th Judicial District, Cause No. 096-2=324346-21, January 10, 2023.

Trial Testimony in case involving wind and hail damage to a residential roof. Plaintiff attorneys are Chad Wilson and Jay S. Simon, Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Rachel E. Wall and Gem Jones of Nistico, Crouch & Kessler, PC, Houston, Texas. Judge is the Honorable J. Patrick Gallagher.

Christopher Irving vs Meridian Security Insurance Company, et al, in the United States District Court, Northern District of Texas, Fort Worth Division, Civil Action No. 4:21-cv-1341, January 9, 2023.

Trial Testimony in case involving hail damage to a residential metal roof. Plaintiff attorneys are Evan Lane "Van" Shaw and Jeremy B. "Beau" Powell of the Law Offices of Van Shaw, Dallas, Texas. Defense attorney is Clinton J. Wolbert of Phelps Dunbar, LLP, Houston, Texas. Judge is the Honorable Reed O'Connor.

New Hope Missionary Baptist Church: The Vision Center, Plaintiff vs. Church Mutual Insurance Company and David Gosnell, Defendants in the Circuit Court of Adams County, Mississippi, Civil Action No. 19-KV-0075-B, January 4, 2023.

Deposition Testimony in case involving wind and hail damage to metal and shingle roofs. Plaintiff Attorney is Michelle C. Le of the Law Offices of Michelle C. Le, PLLC, San Antonio, Texas. Defense Attorneys are Walter H. Boone and Donald Alan Windham, Jr. of Balch & Bingham, Jackson, Mississippi.

Benjamin Clabaugh and Kristin Stewart, Husband and Wife, Plaintiffs, v. Homeowners Choice Property & Casualty Insurance Company, Inc. Defendant, in the Circuit court in and for Escambia County, Florida, Case Number: 2021 CA 002546, Division E, December 16, 2022.

Deposition Testimony in case involving Hurricane Sally damage to a residential dwelling and applicability of the FEMA 50% rule in Santa Rosa Island Authority jurisdiction. Plaintiff attorney is Steven J. Baker, Esq., Pensacola, Florida. Defense attorney is Michelle L. Hendrix of Vernis & Bowling of Northwest Florida, P.A., Pensacola, Florida.

Pavarti Lodging, LLC, Claimant, v. Certain Underwriters at Lloyd's London, Indian Harbor Insurance Co., QBE Specialty Insurance Co., Steadfast Insurance Co., General Security Indemnity Co. of Arizona, United Specialty Insurance Co., Lexington Insurance Co., Safety Specialty Insurance Co., Old Republic Union Insurance Co., Respondents, voluntary deposition for Formal Arbitration, December 2, 2022.

Deposition Testimony in pre-litigation case involving Hurricane Sally structural damage to roof trusses in a commercial hotel. Attorney for Claimant is Eric Dickey, Williams Law, Tampa, Florida. Attorneys for Respondents are J. Michael Frimley, Jr. and William K. Johnson of Galloway, Johnson, Tompkins, Burr & Smith, PLC, Fort Lauderdale, Florida.

Mohamed Bakri, Plaintiff vs. Nautilus Insurance Company, Defendant, in the United States District Court of the Northern District of Texas, Dallas Division, Case No. 3:21-cv-02001-N, November 1, 2022.

Deposition Testimony in case involving wind and hail damage to six commercial buildings. Plaintiff attorneys are Chad T. Wilson, Patrick McGinnis and Boone Moyle of Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Randall G. Walters and Brad Dickens of Walters, Balido & Crain, LLP, Dallas, Texas.

Charna Williams and Brandon Williams, Plaintiffs v. State Farm Fire and Casualty Company, Defendant, in the United States District Court for the Southern District of Alabama, Southern Division, Case No. 22-cv-112-KD-B, October 28, 2022.

Deposition Testimony in case involving wind-caused damage to a residence during Hurricane Zeta. Plaintiff attorney is Stephen Mullins, Esq. of the Mullins Law Firm, LLC, Mobile, Alabama. Defense attorneys are Samantha N. Gunnoe and Thomas Ryan Luna of Hemsing, Leach, Herlon, Newman & Rouse, PC, Mobile, Alabama.

Kelly Bienvenu, Plaintiff versus Family Dollar, Inc., Family Dollar Stores of Louisiana, Inc., John Doe and ABC Insurance Company, in the United States District Court, Eastern District of Louisiana, Civil Action No.: 21-2329, October 18, 2022.

Deposition Testimony for plaintiff in case involving a trip and fall over a pallet in a retail store. Plaintiff attorneys are Cassie P. Gailmor and Roderick "Rico" Alvendia of Alvendia, Kelly and Demarest, LLC, New Orleans, Louisiana. Defense attorneys are Jack E. Truitt, Michelle Mayne Davis, Laureen A. Duncan and Kaylin K. Storey of The Truitt Law Firm, Covington, Louisiana.

Wanda Herrington versus DG Louisiana, L.L.C. dba DollarGeneral Store No. 14815, John Doe, and ANC Insurance Company, in the United States District Court, Eastern District of Louisiana, Case No. 2:22-cv-1034, October 14, 2022.

Deposition Testimony for plaintiff in case involving slip and fall on a polished concrete floor in a retail store. Plaintiff attorneys are Cassie P. Gailmor and Roderick "Rico" Alvendia of Alvendia, Kelly and Demarest, LLC, New Orleans, Louisiana and Joseph B. Rochelle of The Law Office of Joseph Rochelle, Destrehan, Louisiana. Defense attorney is Trevor C. Davies of Wanek, Kirsch and Davies, New Orleans, Louisiana.

Martin Frey vs. Inland Buildings, Schulte Building Systems, Inc. and Michael J. Gurley, PE, Arbitration Hearing, October 4, 2022.

Formal Arbitration Testimony for plaintiff in case involving design errors and omissions and improper designation of Engineer of Record for the fabrication and construction of a metal building. Plaintiff attorneys are John Bowlin and Brittany Schuchmann of Watson, Bowlin and Callender, PLLC.

Phillips Food Mart A&M Group, Inc. d/b/a & Abed Ammouri. Plaintiffs v. Atain Specialty Insurance Company, Defendant, in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action No. 3:21-cv-2088, September 16, 2022.

Deposition Testimony in case involving wind and hail damage to the roof and coolers of a convenience store. Plaintiff attorneys are Chad T. Wilson, Patrick McGinnis and Vickers Cunningham of Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Michael D. Feller, Matt R. Pickelman and Jonathan A. Lautin of Quilling, Selander, Lownds, Winslett & Moser, PC, Dallas, Texas.

Christopher Irving vs Meridian Security Insurance Company, et al , in the United States District Court, Northern District of Texas, Fort Worth Division, Civil Action No. 4:21-cv-1341. August 31, 2022.

Deposition Testimony in case involving hail damage to a residential metal roof. Plaintiff attorneys are Evan Lane "Van" Shaw and Jeremy B. "Beau" Powell of the Law Offices of Van Shaw, Dallas, Texas. Defense attorney is Clinton J. Wolbert of Phelps Dunbar, LLP, Houston, Texas.

3003 Moffitt, Inc., Plaintiff v. Westchester Surplus Lines Insurance Company and Athai Lac, Defendants, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:21-cv-02073, August 3, 2022.

Deposition Testimony in case involving roof and interior damage to a commercial building during Tropical Storm Imelda. Plaintiff attorneys are Chad Wilson and Amanda Fulton, Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Frank A. Piccolo and Caroline T. Webb of Chafe McCall, LLP, Houston, Texas.

In the Arbitration of Pathway Ventures Ltd, Claimant vs. United Specialty Insurance Company, Interstate Fire & Casualty Company, and Certain Underwriters at Lloyd's, London, Respondents, July 27, 2022.

Deposition Testimony in case involving 15 low-slope roofs with concrete decks and BUR and mod-bit coverings damaged by Hurricane Irma.. Plaintiff attorneys are Ken Lakin and Tracy Kramer of the Lakin Law Firm, LLC, Miami, Florida. Defense attorneys are Vincent P. Beilman, III, Richard M. Singer and J. Bret Morace of Wood, Smith, Henning & Berman, LLP, Boca Raton, Florida.

Alice Ladkin, Plaintiff v. State Farm Lloyds, Defendant, in the District Court of Tarrant County, Texas 96th Judicial District, Cause No. 096-2=324346-21, July 8, 2022.

Deposition Testimony in case involving wind and hail damage to a residential roof. Plaintiff attorneys are Chad Wilson and Jay S. Simon , Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Rachel E. Wall and Gem Jones of Nistico, Crouch & Kessler, PC , Houston, Texas.

Sari David-Lange, Plaintiff, vs. Safeco Insurance Company of Indiana and Jerry Leon Palmer, Defendants, in the United States District Court for the Northern District of Texas, Abilene Division, Civil Action No. 1:21-cv-00080-C, June 23, 2022.

Deposition Testimony in case involving wind and hail damage to a metal roof attached to SIP panels on a residential dwelling. Plaintiff attorneys are Chad Wilson and Patrick McGinnis, Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Mark D. Tillman and Colin Bathelor of Tillman Batchelor, LLP, Irving Texas.

Charles and Cheryl James, Plaintiffs, v. Allstate Vehicle and Property Insurance Company, Defendant, in the United States District Court, Southern District of Texas, Houston Division, Civil Action No.: 4-21-cv-01814, June 3, 2022.

Deposition Testimony in case involving wind and hail damage to a residential dwelling. Plaintiff attorneys are Chad Wilson and Amanda Fulton, Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Susan E. Egeland, Sara E. Iman, Samuel T. Scott, Jr. and Kristin Perry, Fargre, Drinker, Biddle & Reath, LLP, Dallas Texas.

Kenneth Kessler, Plaintiff, v. Allstate Fire and Casualty Insurance Company and William Van Mason, Defendants, in the District Court of Tarrant County, Texas 153 Judicial Court, Cause No. 153-322887-21, June 2, 2022.

Deposition Testimony in case involving wind and hail damage to a residential dwelling. Plaintiff attorneys are Chad Wilson and Patrick C. McGinnis, Chad T. Wilson Law Firm, Webster, Texas. Defense attorneys are Susan E. Egeland, Sara E. Iman, Samuel T. Scott, Jr. and Kristin Perry, Fargre, Drinker, Biddle & Reath, LLP, Dallas Texas.

Mitchell Holzer vs. State Farm Lloyds and Matthew Bonner, in the District Court for Fort Bend County, Texas, 458th Judicial District, Cause No. 19-DCV-264085, May 10, 2022.

Trial Testimony in case involving hail damage to an asphalt shingle roof. Plaintiff attorneys are Armanda Fulton and Chad T. Wilson of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Dale M. "Rett" Holiday and James A. Tatem of Germer PLLC, Houston, Texas. Judge is Honorable Robert Rolnick.

Upper Padre Partners, Ltd v. Texas Windstorm Insurance Association, in the District Court of Nueces County, Texas, 319 Judicial District, Cause No. 2020DCV0-916-G, April 26, 2022.

Trial Testimony in a case involving Hurricane Harvey damage to the Schlitterbahn Corpus Christi Waterpark resort hotel and amusement rides. Plaintiff attorneys are Andrew Mytelka, Angue Olalde and Chelsi Honeycutt of Greer, Herz & Adams, LLP, League City, Texas. Defense attorneys are Andrew T. McKinney, IV, Tory F. Taylor and Allison Hooker of McKinney Taylor, PC, Houston, Texas. Judge is the Honorable David Stilth.

Northstar Hotels Group, Inc. and Spring Somerset Holding, LLC vs The Hartford Mutual Insurance Company, Superior Court of New Jersey, Law Division, Somerset County, Docket No. SOM-L-330-20, April 12, 2022.

Deposition Testimony in case involving freeze-and-thaw damage to a gravel-cover BUR. Plaintiff attorney is Travis A. Gold of the Law Offices of Gold & Gold, Hatboro, PA. Defense attorney is Gregory C. Kunkle, Esq. of Thomas, Thomas & Hafer, LLP, Hampton, NJ.

Carol D. Clemans and Warren E. Clemans versus The Board of Directors of the Louisiana State Museum, in Civil District Court for the Parish of Orleans, State of Louisiana, Division "G", No. 18-1347, Section 11, April 6, 2022.

Deposition Testimony in case involving slip on a stair tread. Plaintiff attorney is William A. Barousse of The Voorhies Law Firm, New Orleans, Louisiana. Defense attorneys are Andre C. Gaudin and Brandi F. Ermon of Burglass & Tankersee, LLC of Metairie, Louisiana (for Friends of the Cabildo, Inc.) and Courtney H. Payton, Assistant Attorney General, Louisiana Department of Justice (for the State of Louisiana through the Board of Directors of the Louisiana State Museum).

Larry and Deanna Friedrich, Plaintiffs, v. Allstate Vehicle and Property Insurance Company, et al., Defendants, in the United States District Court, Southern District of Texas, Houston Division, Civil Action No. 4-20-cv-03510, March 10, 2022.

Deposition Testimony in case involving hail damage to an asphalt shingled roof. Plaintiff attorneys are Chad T. Wilson and Amanda Fulton of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are Susan E. England and Sara E. Inman of Faegre, Drinker, Biddle & Reath, LLP, Dallas, Texas.

Eagrest Hill v. Liberty Mutual Insurance Company and Michael Eric Butts, in the District County of Harris County, 80 Judicial District Court, Cause No. 2019-77920, January 18, 2022.

Deposition Testimony in case involving water damage from a plumbing leak. Plaintiff attorneys are Patrick McGinnis and Joseph Milensky of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are Kamy Schiffman and J. Mark Kressenberg of Thompson, Coe, Cousins & Irons, LLP, Houston Texas.

Upper Padre Partners, Ltd v. Texas Windstorm Insurance Association, in the District Court of Nueces County, Texas, 319 Judicial District, Cause No. 2020DCV0-916-G, December 16, 2021.

Deposition Testimony in a case involving Hurricane Harvey damage to the Schlitterbahn Corpus Christi Waterpark resort hotel and amusement rides. Plaintiff attorneys are Joe A.C. Fulcher, Angue Olalde and Chelsi Honeycutt of Greer, Herz & Adams, LLP, League City, Texas. Defense attorneys are Andrew T. McKinney, IV, Tory F. Taylor and Allison Hooker of McKinney Taylor, PC, Houston, Texas.

Israel Robinson, et al v. Willowbrook Apartments Partnership, et al, in the Civil District Court of Orleans Parish, Louisiana, Case No. 2018-406, November 19, 2021.

Deposition Testimony in a case involving a drowning fatality in a retention pond. Plaintiff attorneys are Jason P. Franco and Daryl A. Gray of Wright & Gray, New Orleans, Louisiana. Defense attorneys are Jamie F. Landry and Cynthia G. Sonnier of Lewis, Brisbois, Bisgaard & Smith, LLP, Lafayette, Louisiana.

Dana C. Palmer, Plaintiff v. Tower Hill Signature Insurance Company, Defendant in the Circuit Court of the Fourteenth Judicial Court in and for Bay County, Florida, Case No. 19003118CA, November 16, 2021.

Trial Testimony in case involving wind and ensuing water damage to a house caused by Hurricane Michael. Plaintiff attorneys are Javier Delgado and W. Anthony Loe of the Merlin Law Group, West Palm Beach, Florida. Defense attorney was Todd LaDouceur of Galloway, Johnson, Tompkins, Burr and Smith, PLC, Pensacola, Florida. Judge was the Honorable William S. Henry.

James A. and Gail M. Macari, Plaintiffs, v. Liberty Mutual Insurance Company and David James Meaders, Defendants, in the District Court of Harris County, 333 Judicial District, No. 2019-56484, November 9, 2020.

Deposition Testimony in case involving water (plumbing) and insect damage to a residential dwelling. Plaintiff attorneys are Chad T. Wilson and Donald C. Green, II of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are J. Mark Kressenberg and Kamy Schiffman of Thompson, Coe, Cousins & Irons, LLP, Houston, Texas.

Nelida Dominguez and Juan Marba, Plaintiffs, v/ Allstate Vehicle and Property Insurance Company and Donnie Joe Mercantel, Defendants, in the United States District Court, Southern District of Texas, Houston Division, Civil Action No.: 4:20-CV-03464, October 7, 2021.

Deposition Testimony in case involving damage caused by a commercial explosion. Plaintiff attorneys are Plaintiff attorneys are Chad T. Wilson and Armanda J. Fulton of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are Susan E. Egeland and Sara E. Inman of Faegre, Drinker, Biddle & Reath LLP, Dallas, Texas. **Aaron Puckett, Plaintiff, v. State Farm Lloyds, Defendant, in the District Court of Tarrant County, Texas, 342 Judicial District, Cause No. 342-307000-19, September 15-16, 2021.**

Trial Testimony for plaintiff in case involving wind and hail damage to a residential roof. Plaintiff attorneys are Chad T. Wilson and Armanda J. Fulton of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are Michael Klein and Travis Plummer of Dykema Gossett, Austin, Texas. Judge is Honorable Kimberly Fitzpatrick.

Nelson and Alicia Juarbe, Plaintiffs v. Allstate Vehicle and Property Insurance Company, et. al., Defendants, in United States District Court, Southern District of Texas, Houston District, Civil Action No.: 4-20-CV-01035, August 26, 2021.

Deposition Testimony in case involving hail damage to a laminated asphalt singled roof. Plaintiff attorneys are Chad T. Wilson and Amanda Fulton of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Susan E. Egeland, Sara E. Inman and Harden H.. Brown of Faegre, Drinker, Biddle & Reath, LLP, Dallas Texas.

Linda Veach, Plaintiff, v. State Farm Lloyds, Defendant, in the United States District Court, Northern District of Texas, Dallas Division, Civil Action No. 3:19-CV-2312-S, August 24, 2021.

Trial Testimony for plaintiff in case involving hail damage to an asphalt shingled roof. Plaintiff attorneys are Chad T. Wilson and Robert House, Chad T, Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Michael Klein and Travis Plummer of Dykema Gossett, Austin, Texas. Magistrate Judge is Honorable Rebecca Rutherford.

Mark Lowry and Venessa Lowry, Plaintiffs vs John Thomas Whiddon, Surflife Investments, LLC, Destin Exclusive Real Estate, LLC, Johnny D. Harris, and Hourglass Home Inspections, Inc. in the Circuit Court of the First Judicial Circuit, in and for Walton County, Florida, Case No. 20-CA-112.

Deposition Testimony in case involving shoddy and defective workmanship, misrepresentations and incomplete home inspection of house purchased by Plaintiffs. Plaintiff attorneys are Daniel W. Uhlfelder and Scott J. Welner of Daniel W. Uhlfelder, P.A, Santa Rosa Beach, FL. Defense attorneys are A. Benjamin Gordon and Jonathan V. Schlechter of Anchors Gordon, P.A., Fort Walton Beach, FL and Michael J. DeCandio of Marshall, Dennehey, Warner, Coleman & Goggin, P.C., Jacksonville, FL.

Hugh D. Mauldin, Jr. and Marian M. Mauldin, Plaintiffs v. United Services Automobile Association and Cooper Ogle, Defendants in the Judicial Court of Montgomery County, Texas, 284 Judicial District Court, Cause No. 21-01-00289.

Deposition Testimony in case regarding hail damage to a laminated shingle roof. Plaintiff attorneys are Chad T. Wilson and Amanda Fulton of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Lisa A. Songy, Jeffrey S. Valliere and Genesis M. Reed of Tollefson, Bradley, Mitchell & Melendi, LLP, Dallas, Texas.

Bobby McArthur Bell, Jr. and Keyya Bell, Plaintiffs, vs. American Security Insurance Company, Defendant, in the United States District Court, Eastern District of Arkansas, Central Division, Case No. 4:20-CV-00276-JM, May 7, 2021.

Deposition Testimony in case regarding flood damage to residence. Plaintiff attorney is David A. Hodges, Esq., Law Office of David Hodges, Little Rock, Arkansas. Defense attorney is Michael Heister, Esq., Quattlebaum, Grooms & Tull, PLLC, Little Rock, Arkansas.

LN Parkwood Company, Plaintiff, vs. Texas Farmers Insurance Company, Defendant, in the United States District Court, Southern District of Texas, Houston Division, Case No. 4:18-cv-04219, December 18, 2020.

Trial Testimony in case regarding flood damage to 78 residential homes in Houston, Texas. Plaintiff attorneys are Rajan Pandit, John D. Carter and Henry J. Roth of the Pandit Law Firm, New Orleans, Louisiana. Defense attorneys are Joseph J. Aguida, Jr. and Bradley K. Jones of Nielsen & Treas, LLC, New Orleans, LA and Houston, TX. Judge is Hon. Lee H. Rosenthal. (Case settled after being sworn in and prior to testimony).

Shihab M. Diais and Khalwa A. Diais, Plaintiff, v. Liberty Mutual Insurance Company, Defendant, in the United States District Court, Western District of Texas, Midland/Odessa Division, Cause No. 7:20-CV-00008, April 19, 2021.

Deposition Testimony for plaintiff in case involving hail damage to a residential metal roof. Plaintiff attorneys are Chad T. Wilson and Patrick C. McGinnis of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorney is Daniel H. Hernandez of Ray, Pena, McChristian PC, El Paso, Texas.

Succession of Arthur Russell, et al v. State Farm Fire & Casualty Company; No. 623,316 – B; 1st JDC, Caddo Parish, Louisiana, April 14, 2021.

Deposition Testimony for plaintiff in case involving hail damage to a residential metal roof. Plaintiff attorneys are Joseph F. LaHatte, III of LaHatte Law Firm, LLC, Metairie, LA and Galen M. Hair, Hair Shunnarah Trial Attorneys, LLC, Metairie, LA. Defense attorney is Marshall R. Peace, Casten & Pearce, Shreveport, Louisiana.

Tri Nguyen and Minh Lam vs. Allstate Texas Lloyd's, Jarrod Michael Dorion, and Quan Hong Pham; in the 295th Judicial District of Harris County, Texas, Cause No. 2017-07517, June 29, 2018.

Trial Testimony for plaintiff in case involving wind and hail damage to a residential dwelling. Plaintiff attorneys are Amanda Fulton and Chad T. Wilson of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorney is John M. Causey of Hope & Causey, P.C., Conroe, Texas. Judge is Honorable Donna Roth.

Rodney Luneau and Shannon Luneau versus Sports Plus, LLC, Siomon Cho, 828 Canal, LLC, and Nationwide Mutual Insurance Company, in the Civil District Court for the Parish of Orleans, State of Louisiana, No. 2018-10339, Division "C-10", March 26, 2021.

Deposition Testimony in case involving slip on a commercial building staircase. Plaintiff attorneys are John W. Redmann and Kelly Rizzo of the Law Offices of John W. Redmann, LLC, Gretna, Louisiana. Defense attorneys are Mark E. Young and Meredith R. Durham of Plauche, Maseilli, Parkerson LLP, New Orleans, Louisiana.

Henry & Karen Maly, Plaintiffs, v. State Farm Lloyds and Naaman Canada, Defendants, in the District Court of Montgomery County, Texas, 284 Judicial District, Cause No. 20-06-07172, March 6, 2021.

Deposition Testimony in case involving wind and hail damage to residence. Plaintiff attorneys are Jeremiah Jones and Chad T. Wilson of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Jazimine J. Ford, Tyffeni Nguyen, Gwen Hills and M. Micah Kessler of Nistico, Crouch & Kessler, PC, Houston, Texas.

Sea Gulls Condo Association, Inc. vs. Arch Specialty Insurance Company, Sworn Statement in Examination under Oath (Part Two), March 2, 2021.

Examination under Oath concerning Hurricane Irma damage to a Condominium building in the Florida Keys. Attorney representing Sea Gulls is Kelly Kubiak of the Kubiak Law Group, PLLC, Tampa, Florida. Attorney representing Arch Specialty Insurance Company is Janice C. Buchman, Esq. of Butler, Weihmuller, Katz and Craig, LLP, Tampa, Florida.

Sea Gulls Condo Association, Inc. vs. Arch Specialty Insurance Company, Sworn Statement in Examination under Oath (Part One), February 17, 2021.

Examination under Oath concerning Hurricane Irma damage to a Condominium building in the Florida Keys. Attorney representing Sea Gulls is Kelly Kubiak of the Kubiak Law Group, PLLC, Tampa, Florida. Attorney representing Arch Specialty Insurance Company is Janice C. Buchman, Esq. of Butler, Weihmuller, Katz and Craig, LLP, Tampa, Florida.

Mitchell Holzer vs. State Farm Lloyds and Matthew Bonner, in the District Court for Fort Bend County, Texas, 240th Judicial District, Cause No. 19-DCV-264085, February 26, 2021.

Deposition Testimony in case involving hail damage to an asphalt shingled roof. Plaintiff attorneys are Armanda Fulton and Chad T. Wilson of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Dale M. "Rett" Holiday and James A. Tatem of Germer PLLC, Houston, Texas.

Kristina Niles, Plaintiff, v. Texas Farmers Insurance Company, Defendant, in the United States District Court, Southern District of Texas, Houston Division, Civil Action No.: 4:19-CV-02150, February 23, 2021.

Deposition Testimony in case involving flooding of pier-and-beam residence. Plaintiff attorney is T. Scott Edwards of the Voss Law Center, The Woodlands, Texas. Defense attorney is Keith M. Detweiler of Nielsen & Treas, LLC, Metairie, Louisiana.

Leon McKee and Helen McKee versus Centauri Specialty Insurance Company, in the United States District Court, Western District of Louisiana, Case No. 5:20-CV-345. February 19, 2021.

Deposition Testimony in case involving hail damage to a slate roof. Plaintiff attorney is J. Cole Sartin, The Sartin Law Firm, LLC, Shreveport, Louisiana. The defense attorneys are James P. Nader, Charles R. Rumbley and Benjamin J. Russel of Lobman, Carnahan, Batt, Angelle & Nader, New Orleans, Louisiana.

Michelle and James Small, Plaintiffs, v. USAA Casualty Insurance Company and Taylor Matthew Eason, Defendants, in the District Court of Montgomery County, Texas, 284 Judicial District, Cause No. 19-11-15874, February 9, 2021.

Deposition Testimony in case involving wind and hail damage to a residential building with an asphalt shingle roof. Plaintiff attorneys are Chad T. Wilson and Tara Peveto of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorneys are Sarah J. Allen and Tillman Grogan, IV of Doyle, Restrepo, Harvin & Robbins, L.L.P., Houston, Texas.

John and Joanne Hill, Plaintiffs, v. State Farm Lloyds and Matthew Renfro, Defendants, in the District Court of Montgomery County, Texas, 457 Judicial District, Cause No. 20-04-04598, January 27, 2021.

Deposition Testimony in case involving wind and hail damage to residential dwelling. Plaintiff attorneys are Chad T. Wilson and Amada Fulton of the Chad T. Wilson Law Firm, PLLC, Webster, Texas. Defense attorney is M. Micah Kessler of Nistico, Crouch & Kessler, PC, Houston, Texas.

Robert Blake cv. Uptown Café, LLC, et al, in the Civil District Court for the Parish of Orleans, State of Louisiana, No. 2018-8142, Section E-16, January 25, 2021.

Deposition Testimony in case involving a stair-step trip in a restaurant. Plaintiff attorneys are Kurt A. Offner and Ricardo "Rico" Alvendia of Alvendia, Kelly & Demarest, New Orleans, Louisiana. Defense attorneys are Tomas G. Buck and Brett W. Tweedel of Blue Williams, LLP, Metairie, Louisiana.

Garages of Texas @ Willow Bend, LLC, and Mini/USA Equities, Inc. D/B/A Cornerstone Development Corporation, Plaintiffs, v. CCG Commercial Construction Group, LLC and North Dallas Construction, LLC, Defendants, In the District Court 191 Judicial District, Dallas County, Texas, January 15, 2021.

Deposition Testimony in case involving defective construction of six metal building roofs. Plaintiff attorneys are Chad T. Wilson and Patrick C. McGinnis, Chad T. Wilson Law Firm, PLLC and George N. Wilson, III and Gina Mills, Thompson Coe, Dallas Texas. Defense attorneys are Jerry L. Ewing and Michelle A. Koledí of Walters, Balido & Crain, LLP, Dallas, Texas.

Jose Garduno, Plaintiff v. Allstate Vehicle and Property Insurance Company, Defendant, in the United States District Court, Eastern Division of Texas, Sherman District, Civil Action No.: 4:20-cv-00224, January 8, 2021.

Deposition Testimony in case regarding wind and hail damage to a residential roof. Plaintiff attorneys are Amanda Fulton and Chad T. Wilson of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are Susan E. Egeland, Sara E. Imnan and W. Neil Ramin of Faegre, Drinker, Biddle & Reath, LLP, Dallas Texas.

William Hicks, Sr., Plaintiff, v. Allstate Vehicle and Property Insurance Company and Eddie Blagg, Defendants. In the United States District Court, Southern District of Texas, Houston Division, Civil Action No.: 4-20-cv-01436. January 5, 2021.

Deposition Testimony in case regarding wind and hail damage to a residential dwelling. Plaintiff attorneys are Tara Peveto and Chad T. Wilson of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are Susan E. Egeland, Sara E. Imnan and W. Neil Ramin of Faegre, Drinker, Biddle & Reath, LLP, Dallas Texas.

Michael J. Hoover, Plaintiff, v. Allstate Texas Lloyds, Defendant, in the United States District Court, Southern District of Texas, Houston Division, Civil Action No.: 4-20-CV-01035, January 5, 2021.

Deposition Testimony in case regarding wind and hail damage to a residential dwelling. Plaintiff attorneys are Tara Peveto and Chad T. Wilson of the Chad T. Wilson Law Firm, LLC, Webster, Texas. Defense attorneys are Susan E. Egeland, Sara E. Imnan, W. Neil Ramin and Matthew C. Sapp of Faegre, Drinker, Biddle & Reath, LLP, Dallas Texas.

LN Parkwood Company, Plaintiff, vs. Texas Farmers Insurance Company, Defendant, in the United States District Court, Southern District of Texas, Houston Division, Case No. 4:18-cv-04219, December 18, 2020.

Deposition Testimony in case regarding flood damage to 78 residential homes in Houston, Texas. Plaintiff attorneys are Rajan Pandit, John D. Carter and Henry J. Roth of the Pandit Law Firm, New Orleans, Louisiana. Defense attorneys are Joseph J. Aguida, Jr. and Bradley K. Jones of Nielsen & Treas, LLC, New Orleans, LA and Houston, TX.

COMPENSATION SCHEDULE FOR NEIL B. HALL & ASSOCIATES, LLC
(d/b/a GROUNDTRUTH FORENSICS)
(effective February 6, 2024)

Hourly Rates:

Site inspection, research and report preparation: \$300/hour plus travel expenses

Testimony in trial and deposition: \$385/hour*

Preparation for trial and deposition: \$300/hour**

Appraiser and Umpire work: \$385/hour plus travel expenses

Travel time all work: \$300/hour plus travel expenses***

* Unless otherwise agreed to or established by law, deposition time is charged to the deposing Attorney. (In Texas, deposition time is charged to the retaining attorney for State cases and the deposing Attorney for Federal cases). Trial time is charged to the retaining Attorney.

** Unless otherwise agreed to or established by law, preparation for trial and deposition testimony is charged to the retaining Attorney.

*** Including travel to/from deposition or trial.

**** Time billed by quarter hour.

***** Jobs accepted prior to January 1, 2024 are grandfathered at original rates.

Overhead Charges:

General overhead (administrative salaries, rent, utilities, insurance, telecommunications, equipment, books, conferences, training, office supplies, etc.) is included in the hourly rate.

Project overhead (research material, transportation, lodging, meals, etc.) is charged at cost. When more than one job is inspected during a single field trip, travel expenses are pro-rated between jobs.

Other Charges:

Mileage: \$ 0.67/mile

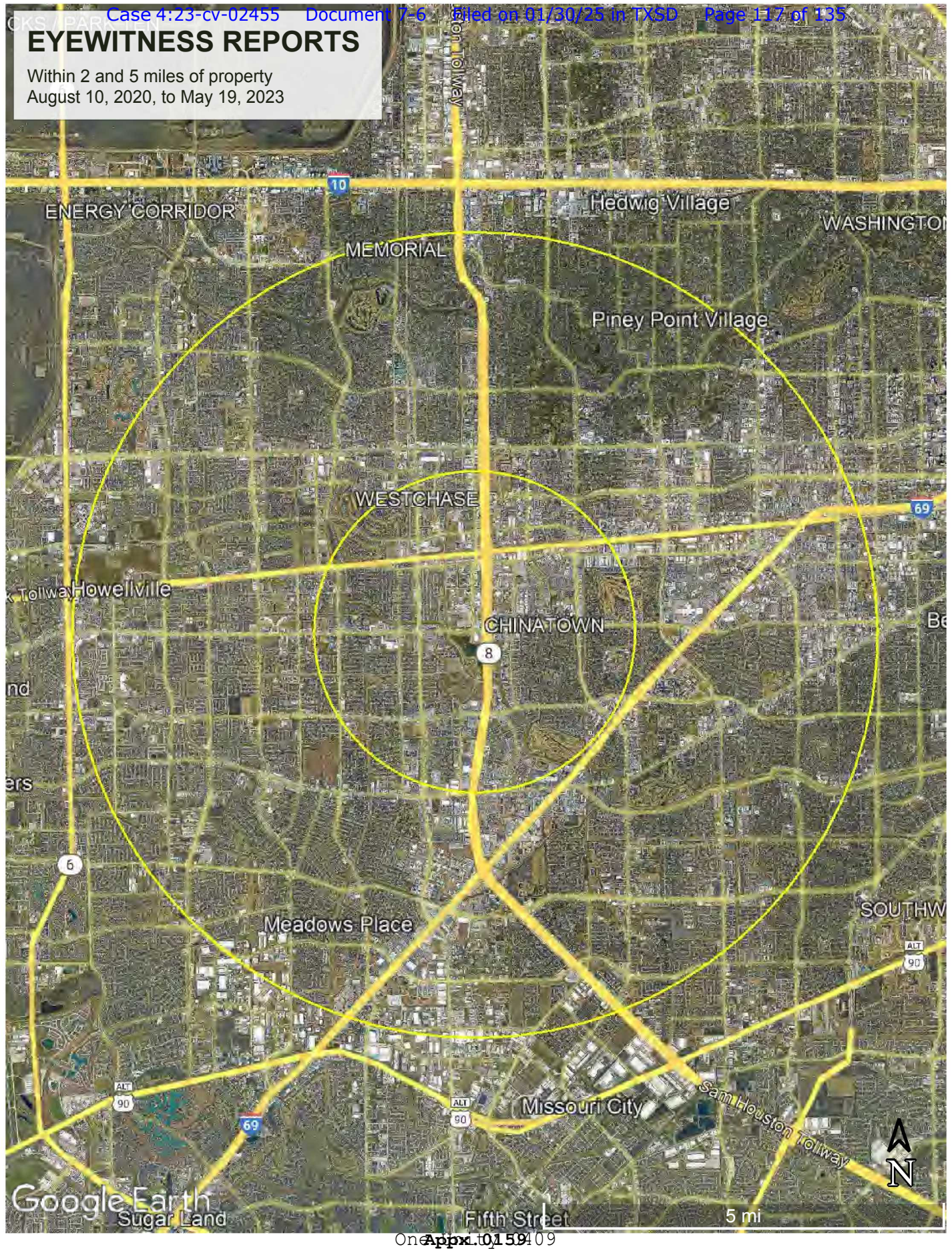
Non-testifying technician: \$ 65/hour

File retrieval: \$ 65 admin charge for file retrieval

EXHIBIT 3

HAIL MAPS

Note: Using different editions of software may result in lost data. If the white rectangle around the North arrow at the lower right hand corner of a map is missing, please contact admin@gt-forensics.com or 985-690-6008 for further assistance.



SWDI NEXRAD SIGNATURES

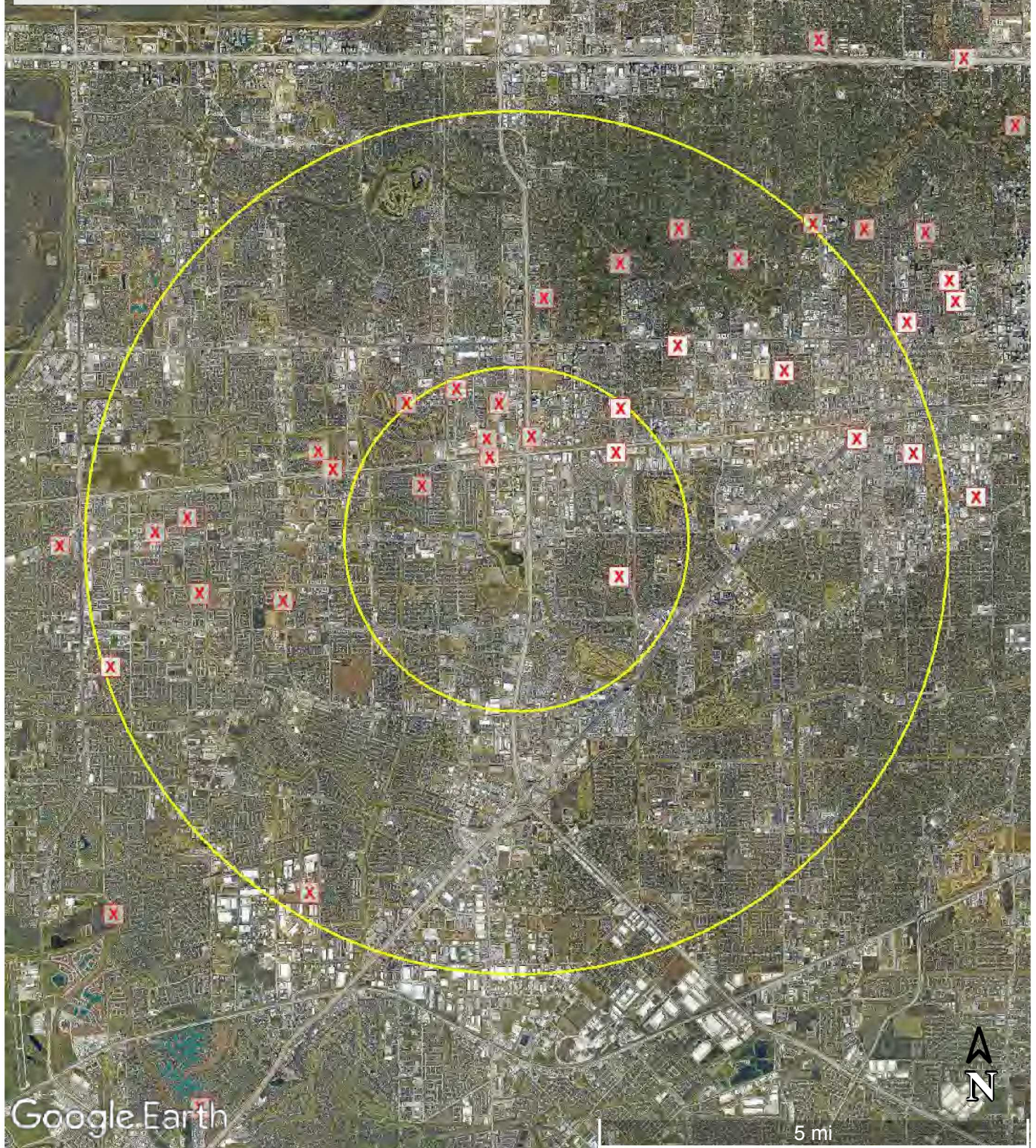
MARCH 17, 2021

Within 2 and 5 miles of property

Number in box shows maximum estimated size hail (MESH)

Empty box indicates incomplete information

"X" outside 5 mile radius not considered for mapping



SWDI NEXRAD SIGNATURES

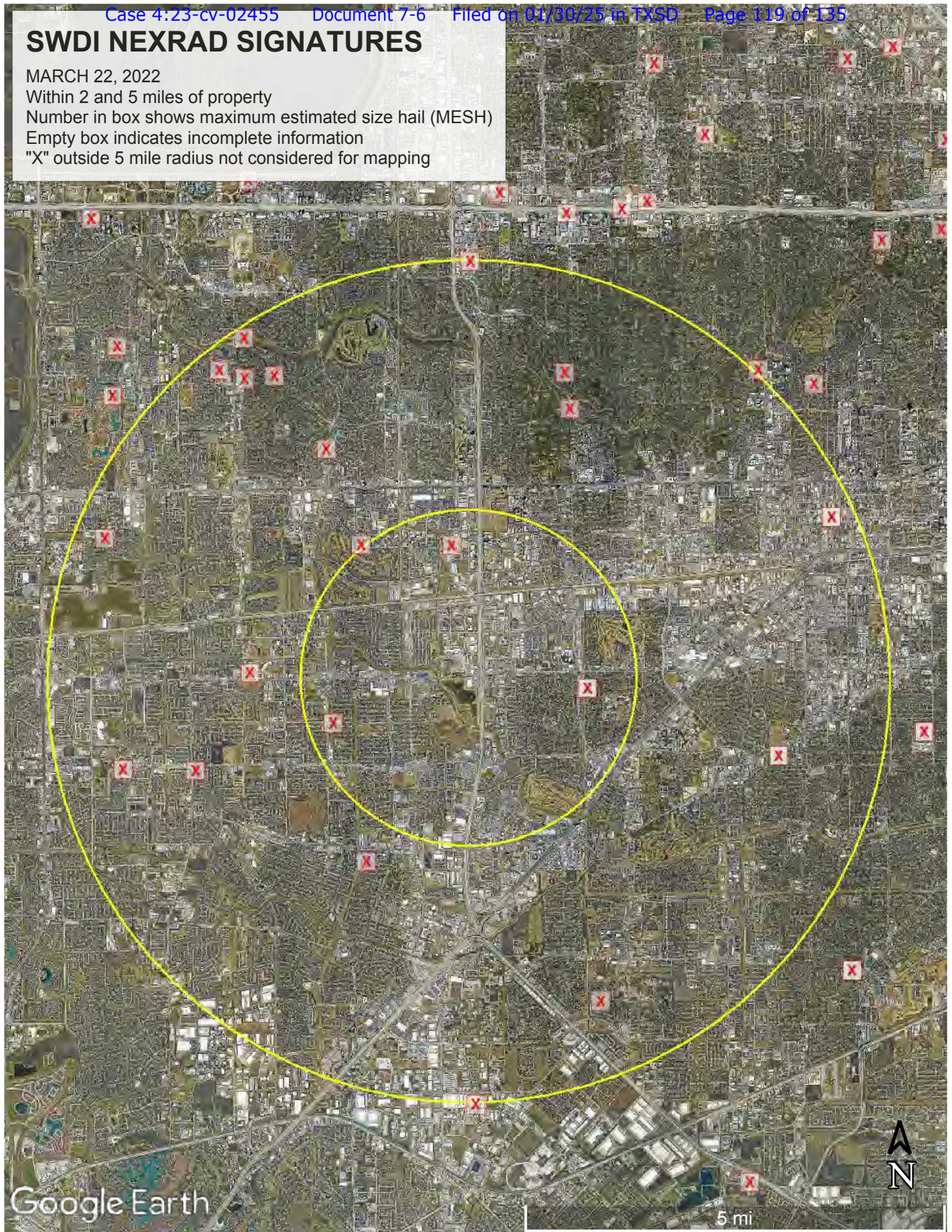
MARCH 22, 2022

Within 2 and 5 miles of property

Number in box shows maximum estimated size hail (MESH)

Empty box indicates incomplete information

"X" outside 5 mile radius not considered for mapping



SWDI NEXRAD SIGNATURES

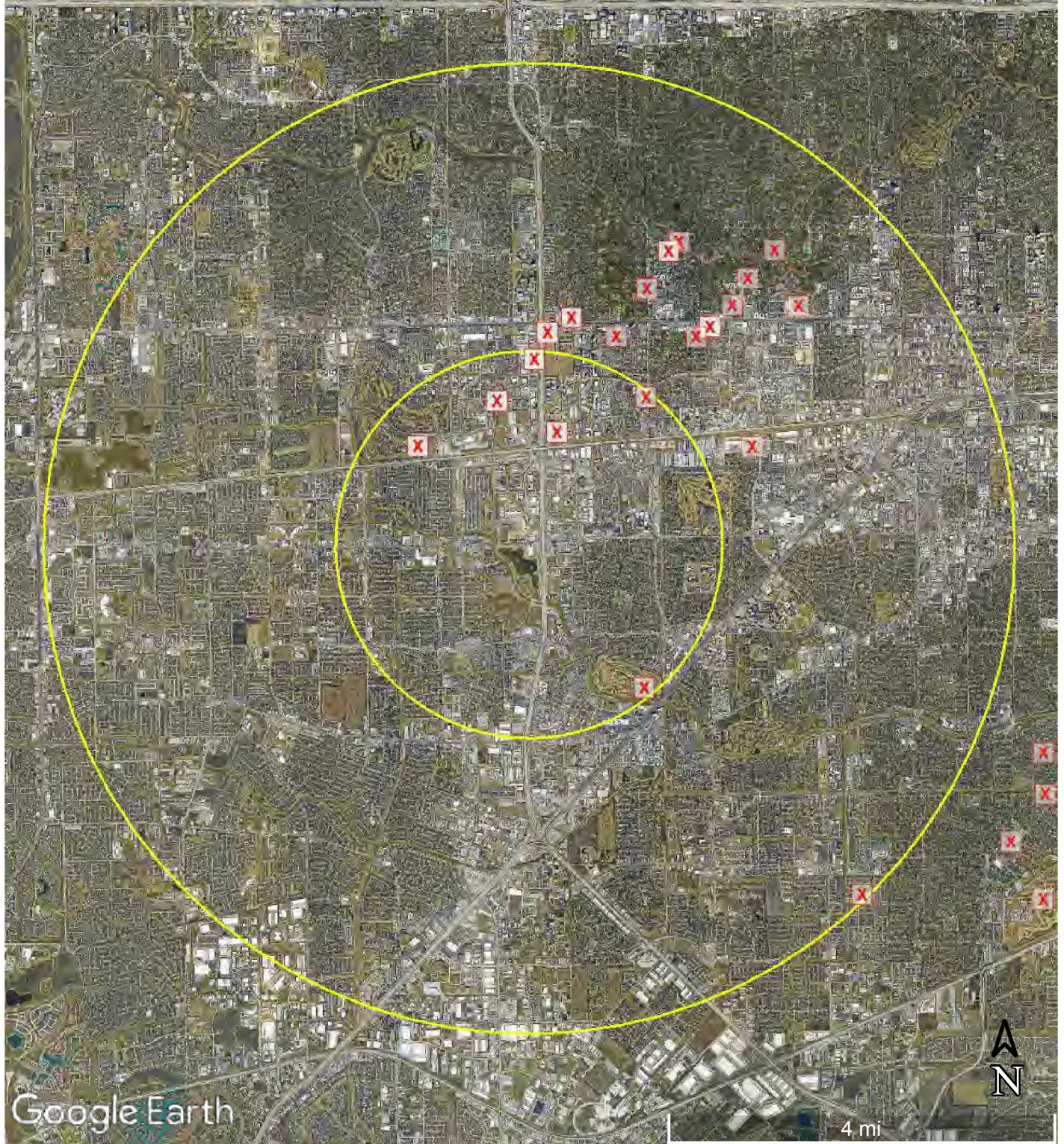
JULY 12, 2022

Within 2 and 5 miles of property

Number in box shows maximum estimated size hail (MESH)

Empty box indicates incomplete information

"X" outside 5 mile radius not considered for mapping



SWDI NEXRAD SIGNATURES

AUGUST 10, 2022

Within 2 and 5 miles of property

Number in box shows maximum estimated size hail (MESH)

Empty box indicates incomplete information

"X" outside 5 mile radius not considered for mapping

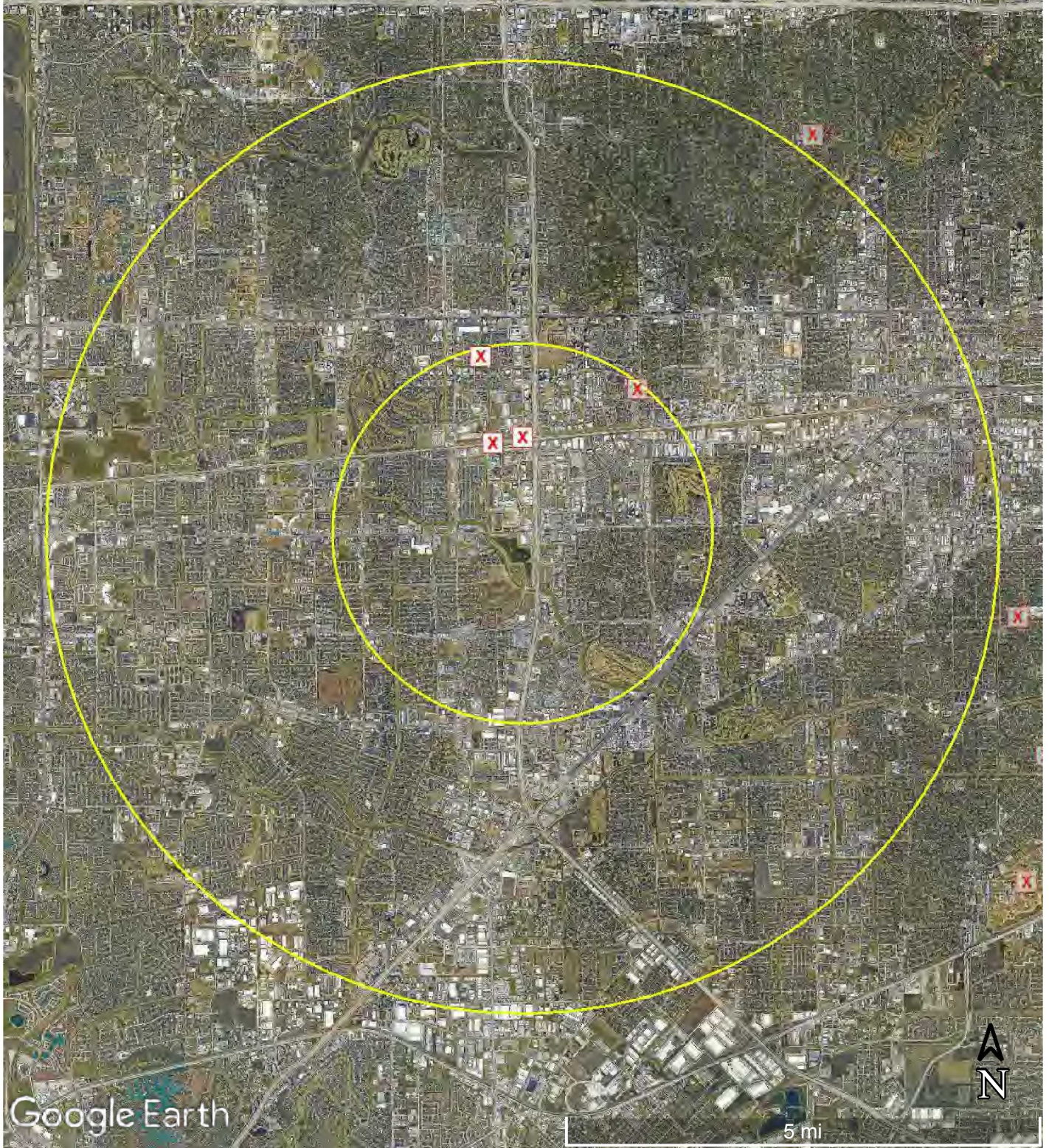
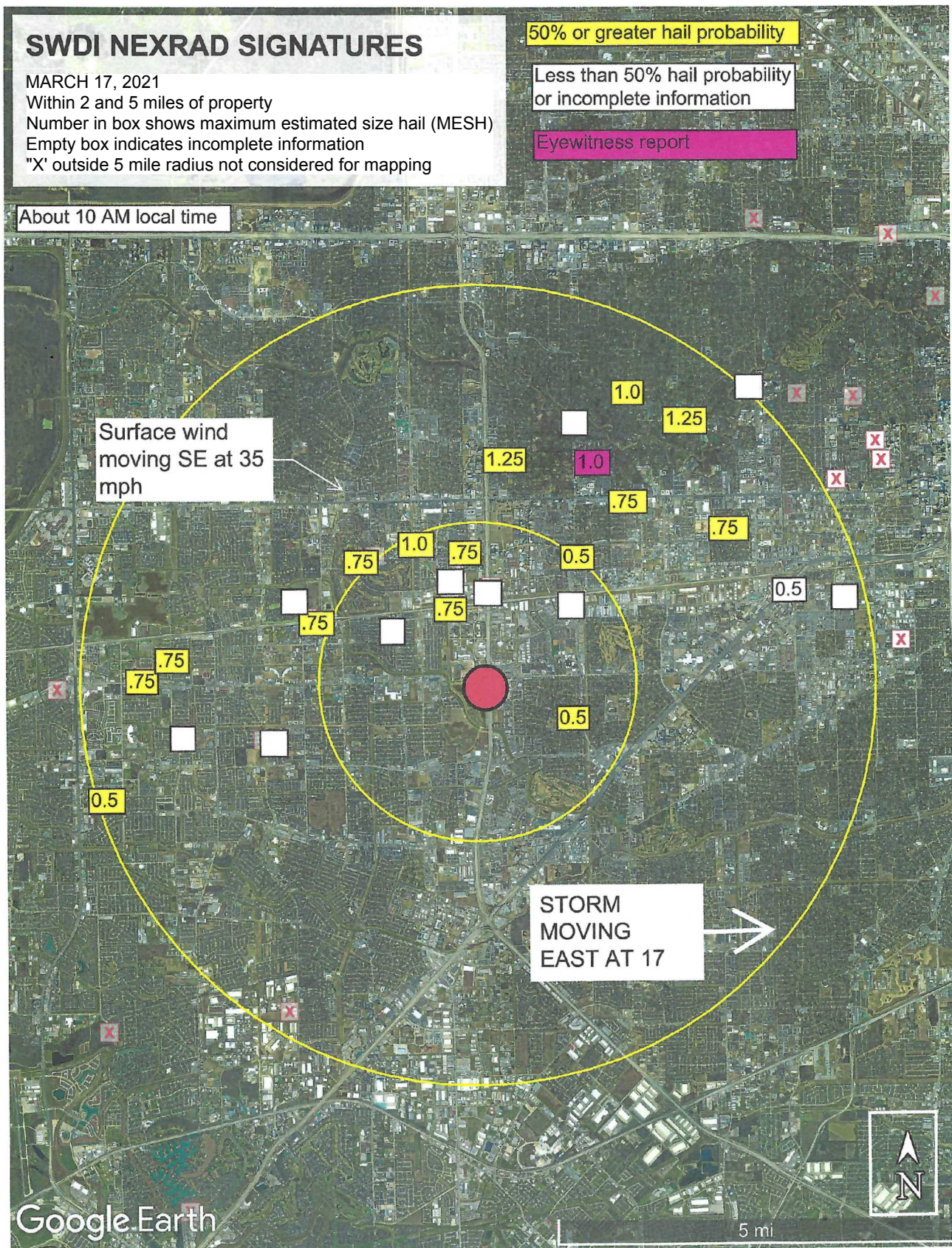


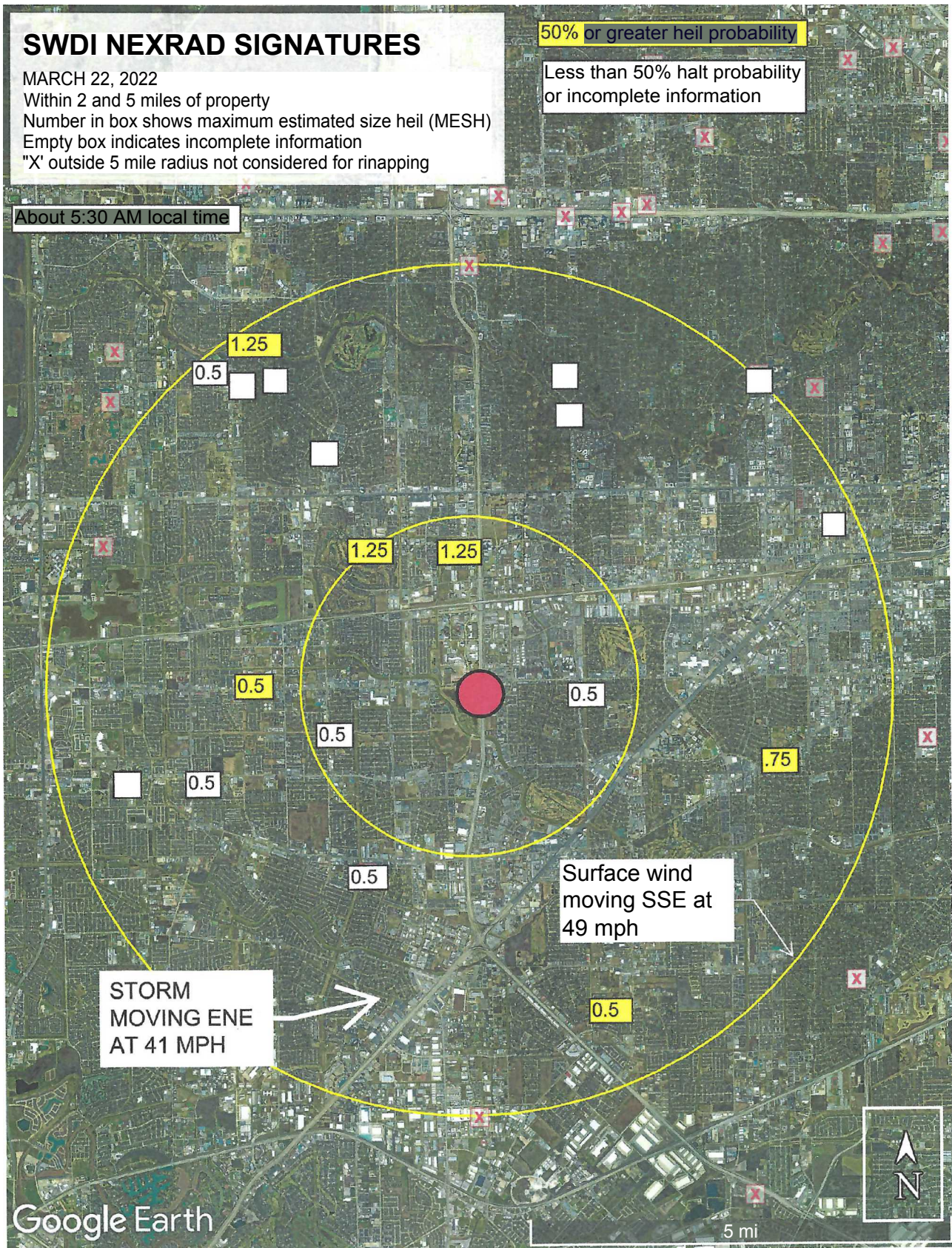
EXHIBIT 4

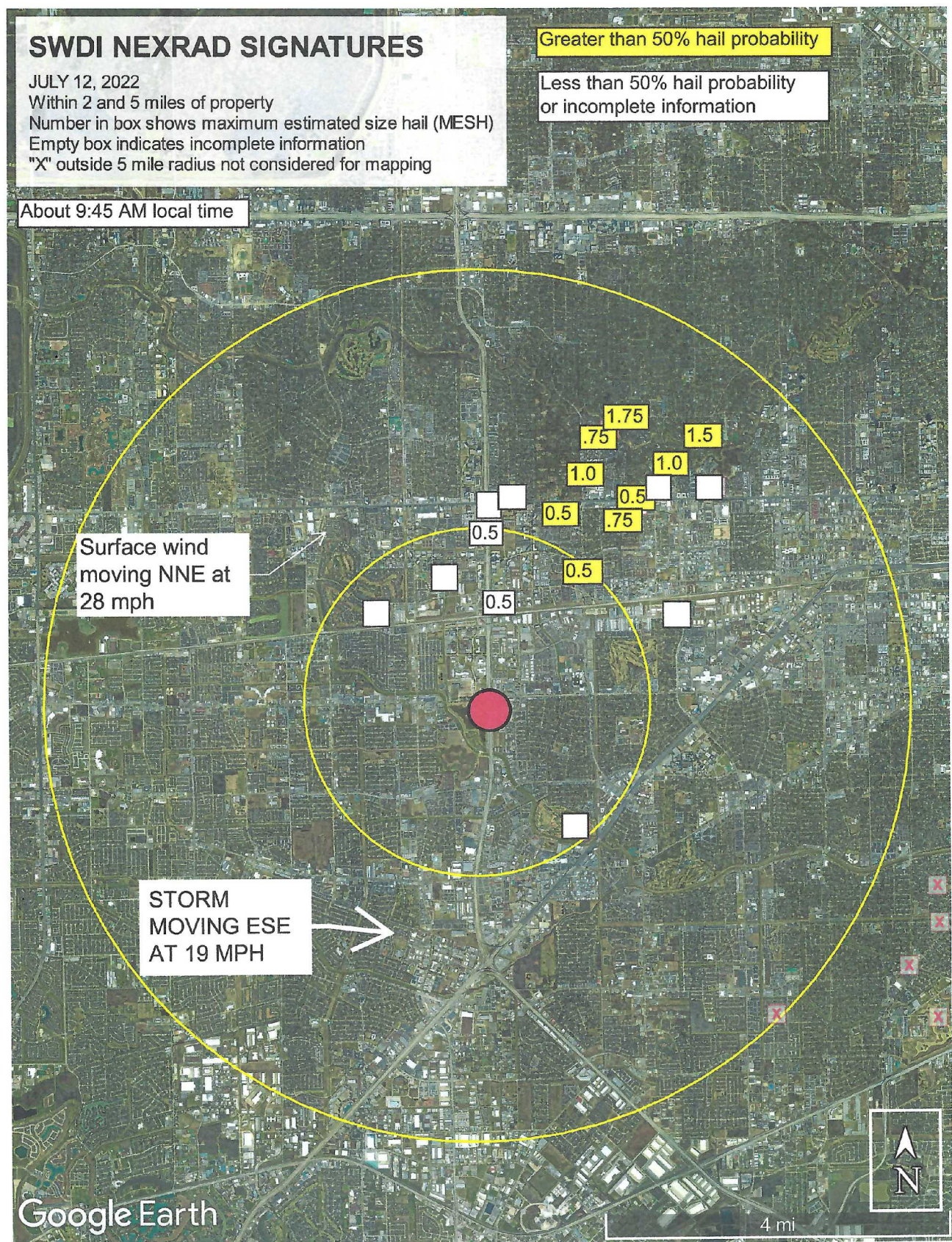
HAU MAPS

Note: Using different editions of software may result in lost data. If the white rectangle around the North arrow at the lower right hand corner of a map is missing, please contact admin@gt-forensics.com, or 985-690-6008 for further assistance.









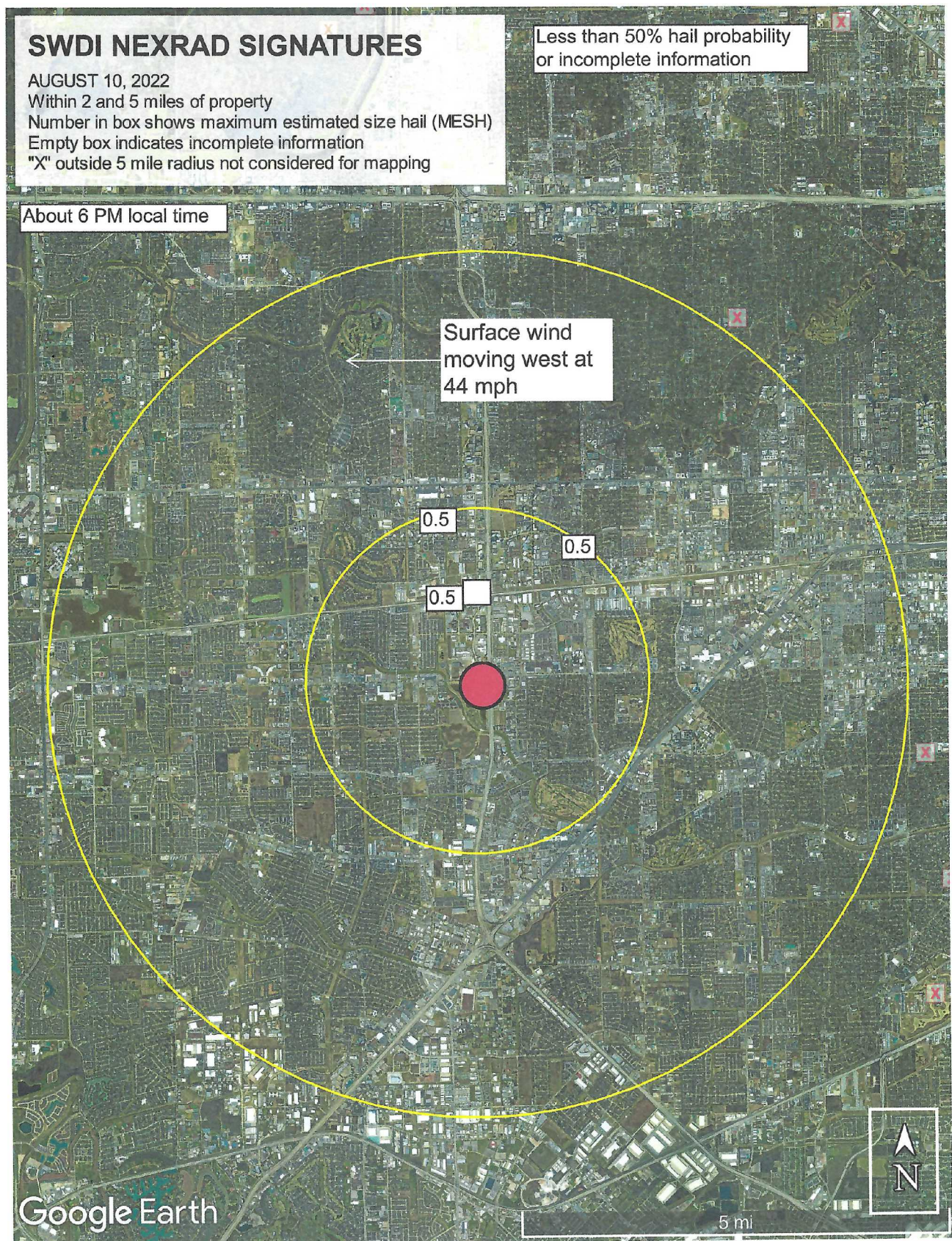


Exhibit D

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

ONE UNITY INVESTMENT, LLC

Plaintiff,

V.

AXIS SURPLUS INSURANCE COMPANY,

Defendant.

§ § § § § § § § § § § §

CIVIL ACTION NO. 4:23-cv-02455

**DEFENDANT AXIS SURPLUS INSURANCE COMPANY'S
DESIGNATION OF EXPERT WITNESSES**

Accordingly, the mere identification of any claims, defenses, issues, knowledge, possible testimony, and/or opinions herein should not be interpreted to mean that AXIS has the burden of proof on all such items identified herein.

SHACKELFORD, MCKINLEY & NORTON, LLP

By: /s/ Bruce R. Wilkin

Bruce R. Wilkin

Texas Bar No. 24053549

bwilkin@shackelford.law

Artis G. Ulmer, III

Texas Bar No. 24118569

aulmer@shackelford.law

717 Texas Avenue, 27th Floor

Houston, Texas 77002

Phone: (832) 415-1801

Fax: (832) 565-9030

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that, on the 30th day of August 2024, a true and correct copy of the foregoing was electronically transmitted to all counsel of record.

/s/ Bruce R. Wilkin

Bruce Wilkin

I. AXIS'S RETAINED EXPERTS:**1. Nar Sripadanna, P.E.**

EFI Global
 14950 Heathrow Forest Pkwy, Ste. 520
 Houston, TX 77032
 (281) 358-4441

Mr. Sripadanna is an employee of Efi Global, which was retained by AXIS to inspect Defendant, One Unity Investments, LLC's ("One Unity") property and investigate the loss. He is expected to testify consistently with his opinions, observations, findings, and conclusions contained in his attached report. *See* Exhibit A. Due to the nature of these proceedings, and as explained above, the attached report is being provided to address the items upon which it is possible that AXIS carries or may carry the burden of proof. Mr. Sripadanna will amend and/or supplement his report on or before the next applicable deadline to expand upon and/or address additional items after receipt of Plaintiff's expert reports, pursuant to the Court's Scheduling Order.

Mr. Sripadanna will testify about the condition of the roof and structure of Plaintiff's property. He may also testify as to the damages attributable to the hail storm that was reported to be on August 10, 2022; damages not attributable to the hail event; pre-existing damages; causes and effects of water and other damage to the building; causation issues; repairs to the building; review of applicable records; Plaintiff's failure to mitigate damage and/or faulty mitigation of damage; timing of occurrences; and occurrences outside the policy period. He may also testify about the building design and construction; ordinary wear and tear; maintenance; and gradual deterioration. He may also testify as to the reasonableness of the prior repair to the property and the proper scope of repair, if any.

Mr. Sripadanna may also testify in response to opinions, testimony, or evidence offered by Plaintiff or any of its fact and expert witnesses, as well as anyone else who has inspected or assessed the subject property, concerning any of the above or related issues, including, but not limited to, the opinions, statements and conclusions set forth in Plaintiff's experts' reports.

Mr. Sripadanna may utilize drawings, photographs, charts, diagrams, and other demonstrative or illustrative aides to assist in explaining his opinions and testimony. Additionally, he may use or create a Rule 1006 FRE summary to assist in the presentation of his testimony. The documents provided to and reviewed by him are identified in his reports.

Mr. Sripadanna's opinions and testimony are based on his specialized knowledge, skill, education, training, and experience, as well as his analysis of the facts at issue, inspection of the property, and his review of pertinent documents and information obtained during the claim adjustment and lawsuit, including, but not limited to, claim files, engineering reports, estimates, discovery responses and document productions.

See Mr. Sripadanna's report, its exhibits, and any additional or supplemental reports for additional information. AXIS reserves the right to have Mr. Sripadanna amend and/or supplement his reports, opinions, and testimony based on receipt of additional documents and testimony when they are provided.

II. NON-RETAINED EXPERTS:

1. The Corporate Representative

AXIS Surplus Insurance Company
c/o Bruce R. Wilkin
SHACKELFORD BOWEN MCKINLEY & NORTON LLP
717 Texas Ave., 27 Floor
Houston, TX 77002
(832) 415-1773

The Corporate Representative is the in-house claims adjuster for AXIS concerning Plaintiff's insurance claim made the basis of this litigation. He or she was not retained or specially employed to provide expert testimony in this litigation, and he or she is not an employee of AXIS whose duties regularly involve giving expert testimony. The Corporate Representative is a fact witness who has expertise and thus is a fact and expert witness. AXIS identifies him or her as a mixed fact/expert witness to permit him or her to offer opinions related to relevant facts and issues in this matter.

The Corporate Representative is qualified to offer opinion testimony on standard industry practices in handling numerous property claims and related coverage issues, based on his or her knowledge, training, education and years of experience in the insurance industry and qualifications as an insurance claims adjuster.

The Corporate Representative offers no report at this time because he or she is not an employee of AXIS whose duties regularly involve giving expert testimony, nor has he or she been specially employed to provide expert testimony as defined under Fed. R. Civ. P. 26(a)(2)(B). The general substance of the Corporate Representative's impressions and opinions may be reflected in his or her claim documentation, correspondence, and other documents produced by AXIS in this litigation, as well as his or her deposition testimony.

The Corporate Representative is expected to testify based on his or her experience as an insurance claims professional, as well as his or her knowledge of the adjustment of the claim at issue here. He or she may offer opinions as to claims estimating, scope, and cost of repair or replacement, including applicable deductibles, actual cash value and replacement cost, valuation provisions, ordinance or law provisions, property damage, adjusting, claims handling, insurance coverage issues, policy coverages, policy exclusions and limitations and other relevant policy terms and provisions.

The Corporate Representative's expertise includes insurance coverage and claims handling. The Corporate Representative may also be called on to render opinions on the claims handling in this matter; that the claims handling by AXIS was done in good faith; that Plaintiff's

claim was promptly and properly investigated by AXIS; that AXIS promptly, properly and reasonably communicated its claims decisions; and the monies paid by AXIS under the Policy.

The Corporate Representative may testify as to Policy provisions, including, but not limited to, the coverages, conditions, definitions, limitations, and exclusions to coverage and all related issues. He or she may also testify as to any relevant coverage issues.

The Corporate Representative may also testify regarding Plaintiff's claimed monetary damages, including the policy provisions that limit coverage under the AXIS Policy. The Corporate Representative may further testify regarding the duties in the event of a loss under the AXIS Policy, including prompt notice, documentation, protection/preservation, quickly resuming operations, and cooperation, and the prejudice that may result from a claimant's failure to comply. He or she may further testify that the Policy only pays to the extent of an insured's interest in the allegedly damaged property. The Corporate Representative may testify as to any other related issues.

The Corporate Representative may also respond to any opinions, testimony, or evidence offered by Plaintiff or any of its expert witnesses concerning any of the above or related areas. He or she may also offer expert opinions in response to any rebuttal reports or deposition testimony of Plaintiff's expert witnesses, as well as any additional documents that are produced or provided to him or her.

The Corporate Representative's opinions and testimony are based on his or her specialized knowledge, skill, education, training, and experience, as well as his or her personal knowledge of pertinent documents and information obtained during the claim adjustment and lawsuit, including claim files, the policy, discovery responses, documents produced, and any testimony offered in this lawsuit and/or other lawsuits in which Plaintiff is a party.

The Corporate Representative may utilize drawings, photographs, charts, diagrams, and other demonstrative or illustrative aides to assist in explaining his or her opinions and testimony. Additionally, he or she may use or create a Rule 1006 FRE summary to assist in the presentation of his testimony.

2. Brandon Allen
 Straight Line Global
 PO Box 51584
 Jacksonville, FL 32240
 (800) 754-9622

Mr. Allen is an employee of Straight Line Global ("Straight Line"), the independent adjuster retained by AXIS to assist with the inspection of Plaintiff's property, the investigation of Plaintiff's insurance claim, and the adjustment of Plaintiff's insurance claim made the basis of this litigation. He was not retained or specially employed to provide expert testimony in this litigation, and he is not an employee of Straight Line whose duties regularly involve giving expert testimony. Mr. Allen is a fact witness who has expertise and thus is a fact and expert witness.

AXIS identifies him as a mixed fact/expert witness to permit him to offer opinions related to relevant facts and issues in this matter.

Mr. Allen is qualified to offer opinion testimony on standard industry practices in handling numerous claims and related issues, based on his knowledge, training, education and years of experience in the insurance industry and qualifications as an insurance claims adjuster.

Mr. Allen offers no report at this time because he is not an employee of Straight Line whose duties regularly involve giving expert testimony, nor has he been specially employed to provide expert testimony as defined under Fed. R. Civ. P. 26(a)(2)(B). The general substance of Mr. Allen's impressions and opinions may be reflected in his claim documentation, reports, correspondence, and other documents, which have been previously produced in this lawsuit as AXIS 000154-000164; 000187-000277; 000307-000393; and 000698-000702.

Mr. Allen may testify regarding his inspections of the property; the claim process; claims handling; extent and nature of damages; conditions of the property; the insurance policy; the building design and construction; exterior and architectural items and finishes; building systems; building maintenance, including deferred maintenance; damages attributable to the hail event; damages not attributable to the hail event; pre-existing damages; causation issues; causes and effects of water and other damage to the building; review of applicable records; pricing of repairs/replacements; the process to identify and access to damages associated with hail events; and the process and methods to assess, document, measure, and scope damages to repair the alleged damages.

Mr. Allen may testify as to policy provisions, including, but not limited to, the coverages, conditions, definitions, limitations, and exclusions to coverage and all related issues. He may also testify as to any relevant coverage issues.

Mr. Allen may further testify regarding Plaintiff's claimed monetary damages, including, but not limited to, those that are covered under the AXIS Policy and those that are not or are limited or sublimited. He may also testify as to Plaintiff's failure to mitigate its damage, lack of proper repairs/replacements, and the incurrence of unrelated and/or unreasonable costs and expenses for remediation and other repairs.

Mr. Allen may further testify regarding the duties in the event of a loss under the AXIS Policy, including prompt notice, documentation, protection/preservation, and cooperation, and the prejudice that may result from a claimant's failure to comply. Mr. Allen may testify as to any other related issues.

Mr. Allen may also testify in response to any opinions, testimony, or evidence offered by Plaintiff or any of its expert witnesses concerning any of the above or related areas, as well as the opinions, statements and conclusions set forth in Plaintiff's experts' reports. He may also offer expert opinions in response to any rebuttal reports or deposition testimony of Plaintiff's expert witnesses, as well as any additional documents that are produced or provided to him.

Mr. Allen's opinions and testimony are based on his specialized knowledge, skill, education, training, and experience, as well as his personal knowledge of pertinent documents and information obtained during the claim adjustment and lawsuit, including claim files, the Policy, discovery responses, documents produced, and any testimony in this lawsuit.

Mr. Allen may utilize drawings, photographs, charts, diagrams, and other demonstrative or illustrative aides to assist in explaining his opinions and testimony. Additionally, he may use or create a Rule 1006 FRE summary to assist in the presentation of his testimony.

RESERVATION OF CERTAIN RIGHTS

AXIS reserves the right to call any expert designated by Plaintiff provided such expert is deemed qualified to testify and permitted to testify by the Court. AXIS's reservation of its right to elicit such testimony from any expert designated by Plaintiff shall not be construed as a waiver of AXIS's right to challenge the timeliness of Plaintiff's designation of any such expert or challenge the qualifications of any such expert under the Federal Rules of Evidence.

AXIS reserves the right to elicit expert testimony from any fact witness in this case who may prove through discovery to have reliable, expert opinions relevant to the issues in this lawsuit.

AXIS reserves the right to seek expert opinions by way of cross-examination or otherwise from any expert designated by any other party to this lawsuit.

AXIS reserves the right to withdraw or de-designate the designation of an expert prior to testimony and to positively aver that such previously designated expert will not be called as a witness at trial and to re-designate same as a consulting expert who cannot be called by opposing counsel.

AXIS reserves the right to call un-designated rebuttal expert witnesses whose testimony cannot reasonably be foreseen until the presentation of evidence against AXIS.

AXIS reserves the right to call as a witness any custodian of documents and/or witnesses required to authenticate documents, including business records or other records whose admissibility is disputed by any party.

AXIS reserves the right to elicit any expert testimony, or any lay opinion testimony, at the time of trial from any qualified person which would be of benefit to the Court or jury to determine material issues of fact pursuant to the Federal Rules of Civil Procedure.

AXIS reserves the right to amend or supplement its designation of testifying experts with additional experts and/or additional opinions and conclusions as discovery in this case progresses.